PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Kranos Acquisition Corporation	06/15/2012
Kranos Corporation	06/15/2012
Kranos IP Corporation	06/15/2012
Kranos IP II Corporation	06/15/2012
Kranos RE Corporation	06/15/2012

RECEIVING PARTY DATA

Name:	ARRISON LOAN AGENCY SERVICES LLC, AS AGENT				
Street Address:	50 AVENUE OF THE AMERICAS, 9TH FLOOR				
City:	NEW YORK				
State/Country:	NEW YORK				
Postal Code:	10019				

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	5415395
Patent Number:	5732411
Patent Number:	5738601
Patent Number:	5769745
Patent Number:	5919103
Patent Number:	6073271
Patent Number:	6178560
Patent Number:	6219850
Patent Number:	6226801
Patent Number:	6351853
Patent Number:	6371710
Patent Number:	6421829

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PATENT

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Patent Number:	6434755
Patent Number:	D466651
Patent Number:	6519782
Patent Number:	6530092
Patent Number:	6591428
Patent Number:	6637091
Patent Number:	6687912
Patent Number:	6763524
Patent Number:	D512534
Patent Number:	7229367
Patent Number:	7475453
Patent Number:	D587407
Patent Number:	D587852
Patent Number:	D587853
Patent Number:	D587854
Patent Number:	D587855
Patent Number:	D587857
Patent Number:	D590106
Patent Number:	D596670
Patent Number:	D607939
Patent Number:	8069498
Patent Number:	8070631
Patent Number:	8146178
Application Number:	13449079
Application Number:	12634447
Application Number:	12716769
Application Number:	13181654
Application Number:	11981171
Application Number:	13469981

CORRESPONDENCE DATA

Fax Number: (214)758-1550 **Phone**: 214-758-1500

Email: apickell@pattonboggs.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Aaron Pickell

Address Line 1: 2000 McKinney Ave., Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 029186.0115

NAME OF SUBMITTER:

Aaron Pickell

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 15th day of June, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GARRISON LOAN AGENCY SERVICES LLC, a Delaware limited liability company ("GIG"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 15, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among KRANOS ACQUISITION CORPORATION, a Delaware corporation ("Parent"), KRANOS CORPORATION, a Delaware corporation ("Kranos"), KRANOS IP CORPORATION, a Delaware corporation ("Kranos IP"), KRANOS IP II CORPORATION, a Delaware corporation ("Kranos IP2"), and KRANOS RE CORPORATION, a Delaware corporation ("Kranos RE", together with Kranos, Kranos IP, and Kranos IP2 each individually, a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each. individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors (as defined in the Security Agreement) shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of June 15, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"): and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Patent Collateral</u>"):
- (a) all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reissues, reexaminations, renewal applications, and including renewals, extensions and reissues of the foregoing (collectively, "Patents") and Patent intellectual property licenses to which it is a party including those referred to on Schedule I;

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- (b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent intellectual property license.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Intentionally Omitted.

- 5. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule 1</u> to include any new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule 1</u>.
- COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- 8. <u>CONSTRUCTION</u>. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements.

thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements. substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification or expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

- 9. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
- THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE STATE, COUNTY, AND CITY OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.
- 11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- 12. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS PATENT SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF

LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:	KRANOS ACQUISITION CORPORATION, a Delaware corporation
4	By: Mayam Aghi
	Name: Mary Ann Sigler Title: Presiden
	KRANOS CORPORATION,
,	a Delaware corporation
←	By: Maryam Gyl
	Name: Mary Ann Sigler
	Title: Vice President
	KRANOS IP CORPORATION,
L	a Delaware corporation
	By: Thurston You
	Name: Mary Ann Sigler Title: President
	KRANOS IP II CORPORATION,
	a Delaware corporation
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	Name: / Mary Ann Sigler
	Title: President
	KRANOS RE CORPORATION,
	a Delaware corporation
	Ω
	By: // aughn augh
	Name: / Mary Ann Sigler
	Title: / \ President \

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC, a

Delaware limited liability company

By:

Name JULIAN WELDO Title: SECRETARY

[See Attached]

Kranos Patent Listing (Updated May 2012)

Pending and Issued Patents- Assigned

Pending and Issued Patents- As		Country	Case Type	Status	Application No.	Filing Date	Patent No.	Grant Date	Exp. Date
Description	Assignee	Country United States	Utility	Granted	08/277,034	7/19/1994	5,415,395	5/16/1995	5/16/2015
Deformable Base Construction	Kranos IP Corporation		Utility	Granted	08/425,115	4/19/1995	5,628,506	5/13/1997	4/19/2015
Breakaway Basketball Rim	Kranos IP Corporation	United States			08/463,940	6/5/1995	5,685,790	11/11/1997	6/5/2015
Breakaway Basketball Rim	Kranos IP Corporation	United States	Utility	Granted		4/4/1996	5,732,411	3/31/1998	4/4/2016
Adjustable Guard for the Lower Leg and Shin	Kranos IP Corporation	United States	Utility	Granted	08/627,490				3/14/2016
Height Adjustable Basketball Goal Assembly	Kranos IP Corporation	United States	Utility	Granted	08/615,975	3/14/1996	5,738,601	4/14/1998	
Removable Pitching Rubber	Kranos IP Corporation	United States	Utility	Granted	08/744,353	11/4/1996	5,769,745	6/23/1998	11/4/2016
Removable Pitching Rubber	Kranos IP Corporation	United States	Utility	Granted	08/977,625	11/25/1997	5,919,103	7/6/1999	11/4/2016
Football Helmet with Inflatable Liner	Kranos IP II Corporation	United States	Utility	Granted	09/296,007	4/21/1999	6,073,271	6/13/2000	2/9/2019
Helmet Fitting System	Kranos IP II Corporation	United States	Utility	Granted	09/326,418	6/4/1999	6,178,560	1/30/2001	6/4/2019
Helmet	Kranos IP II Corporation	United States	Utility	Granted	09/325,827	6/4/1999	6,219,850	4/24/2001	6/4/2019
Football Helmet Having a Removable Inflatable Liner and a Method for Making the Same	Kranos IP II Corporation	United States	Utility	Granted	09/450,492	11/29/1999	6,226,801	5/8/2001	11/29/2019
Helmet Fitting System	Kranos IP II Corporation	United States	Utility	Granted	09/586,123	6/2/2000	6,351,853	3/5/2002	6/2/2020
Attachment System	Kranos IP II Corporation	United States	Utility	Granted	09/654,690	9/5/2000	6,371,710	4/16/2002	9/5/2020
Titanium Wire Face Guard	Kranos IP II Corporation	United States	Utility	Granted	09/911,749	7/23/2001	6,421,829	7/23/2002	7/23/2021
Helmet	Kranos IP II Corporation	United States	Utility	Granted	09/586,124	6/2/2000	6,434,755	8/20/2002	6/2/2020
Helmet	Kranos IP II Corporation	United States	Design	Granted	29/128,943	9/1/2000	D466,651	12/3/2002	9/1/2014
Baseball Catcher's Chest Protector	Kranos IP Corporation	United States	Utility	Granted	09/846,887	5/1/2001	6,519,782	2/18/2003	5/1/2021
Fitting and Comfort System with Inflatable	Kranos IP II Corporation	United States	Utility	Granted	09/851,806	5/9/2001	6,530,092	3/11/2003	5/9/2021
Liner for Helmet Helmet Fitting System	Kranos IP II Corporation	United States	Utility	Granted	10/077,255	2/15/2002	6,591,428	7/15/2003	2/15/2022
Method for Making Titanium Wire Face Guard	Kranos IP II Corporation	United States	Utility	Granted	09/791,145	2/22/2001	6,637,091	10/28/2003	2/22/2021
Baseball Catcher's Shin Guard	Kranos IP Corporation	United States	Utility	Granted	09/846,892	5/1/2001	6,687,912	2/10/2004	5/1/2021
Titanium Wire Face Guard	Kranos IP II Corporation	United States	Utility	Granted	10/255,300	9/26/2002	6,763,524	7/20/2004	9/26/2022
Protective Helmet	Kranos IP Corporation	United States	Design	Granted	29/203,954	4/21/2004	D512,534	12/6/2005	12/6/2019
Protective Helmet	Kranos IP Corporation	Canada	Design	Granted	106637	4/21/2004	106637	9/12/2006	9/12/2016
A Helmet Having Shock Attenuating Members		Canada	Utility	Granted	2295346	1/12/2000	2295346	12/5/2006	1/12/2020
of Differing Compression Deflection and	Kranos IP II Corporation	United States	Utility	Granted	10/915,822	8/11/2004	7,229,367	6/12/2007	8/11/2024
Quick Connect Basketball Practice Device	Kranos IP Corporation		Utility	Granted	11/116,063	4/27/2005	7,475,453	1/13/2009	4/27/2025
Buckle	Kranos IP Corporation	United States				12/8/1999	2291907	2/10/2009	12/8/2019
Helmet Fitting System	Kranos IP II Corporation	Canada	Utility	Granted	2291907	-	D587,407	2/24/2009	2/24/2023
Helmet	Kranos IP Corporation	United States	Design	Granted	29/294,839	1/29/2008			3/3/2023
Protective Helmet with Faceguard	Kranos IP Corporation	United States	Design	Granted	29/292,922	10/31/2007	D587,852	3/3/2009	
Protective Helmet	Kranos IP Corporation	United States	Design	Granted	29/292,931	10/31/2007	D587,853	3/3/2009	3/3/2023
Helmet	Kranos IP Corporation	United States	Design	Granted	29/294,838	1/29/2008	D587,854	3/3/2009	3/3/2023
Helmet with Faceguard	Kranos IP Corporation	United States	Design	Granted	29/294,857	1/29/2008	D587,855	3/3/2009	3/3/2023
Faceguard	Kranos IP Corporation	United States	Design	Granted	29/294,848	1/29/2008	D587,857	3/3/2009	3/3/2023
Faceguard	Kranos IP Corporation	United States	Design	Granted	29/292,936	10/31/2007	D590,106	4/7/2009	4/7/2023
Football Helmet Desk Caddy	Kranos IP Corporation	United States	Design	Granted	29/289,783	7/31/2007	D596,670	7/21/2009	7/21/2023
Baseball Helmet Desk Caddy	Kranos IP Corporation	United States	Design	Granted	29/293,359	11/19/2007	D607,939	1/12/2010	1/12/2024
Protective Arrangement	Kranos IP Corporation	United States	Utility	Granted	12/476,534	6/2/2009	8,069,498	12/6/2011	6/2/2029
Base System for Baseball and Softball	Kranos IP Corporation	United States	Utility	Granted	11/983,589	11/9/2007	8,070,631	12/6/2011	11/9/2027
Quick Release Faceguard Retainer	Kranos IP Corporation	United States	Utility	Granted	12/634,413	12/9/2009	8,146,178	4/3/2012	12/9/2029
TPU/Foam Jaw Pad	Kranos IP Corporation	United States	Utility	Pending	13/449,079	4/17/2012	-	-	-
TPU/Foam Jaw Pad	Kranos IP Corporation	United States	Utility	Pending	12/634,447	12/9/2009		_	-
Helmut with Partial Turn Faceguard Mounting	Kranos IP Corporation	United States	Utility	Pending	12/716,769	3/3/2010	-	_	-
Ventilated Air Liner for a Helmet	Kranos IP Corporation	United States	Utility	Pending	13/181,654	7/13/2011	-	_	-
Helmet with an Attachment Mechanism for a	Kranos IP Corporation	United States	Utility	Pending	11/981,171	10/31/2007	-	-	_
Helmet with Shell Having Raised Central	Kranos IP Corporation	United States	Utility	Pending	13/469,981	5/11/2012	_	-	-
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Pending and Issued Patents- Licensed

Description	Country	Case Type	Status	Application No.	Filing Date	Patent No.	Grant Date	Exp. Date
Baseball Batting Practice Device	United States	Utility	Granted	08/013,635	2/4/1993	5,386,986	2/7/1995	2/4/2013
Combination Batting Practice Tee and Pitching Target	United States	Utility	Granted	07/996,609	12/24/1992	5,320,343	6/14/1994	12/24/2012
Protective Face Guard for Softball Players	United States	Utility	Granted	08/687,653	7/26/1996	5,661,849	9/2/1997	7/26/2016

PATENT REEL: 028397 FRAME: 0563

RECORDED: 06/18/2012