

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
ITEL LABORATORIES, INC.	06/29/2012
RECEIVING PARTY DATA	
Name:	Golub Capital LLC
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7080080
Application Number:	11486972
Application Number:	29415397
Application Number:	29451403
CORRESPONDENCE DATA	
Fax Number:	(212)940-8776
Email:	david.schalk@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David Schalk
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Address Line 2:	Katten Muchin Rosenman LLP
Address Line 4:	New York, NEW YORK 11102
ATTORNEY DOCKET NUMBER:	207170-00510
NAME OF SUBMITTER:	David Schalk

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Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of June 29, 2012, is between **ITEL LABORATORIES, INC.**, a Delaware corporation ("Grantor"), and **GOLUB CAPITAL LLC**, a New York limited liability company, as administrative agent (in such capacity, "Grantee"), for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement (as hereinafter defined)). Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Patents, Patent registrations and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent Licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent registrations, Patent applications and Patent Licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application including, without limitation, the Patents, Patent registrations and Patent applications referred to in **Schedule 1** annexed hereto;
- (2) each Patent License referred to in **Schedule 2** annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto and the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement for the purpose of registering the security interest of Grantee in the Patent Collateral with the United States Patent and Trademark Office and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

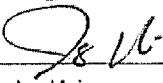
The release provisions of Sections 6.15 and 6.16 of the Security Agreement are hereby incorporated by reference, *mutatis mutandis*.

This Patent Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ITEL LABORATORIES, INC., a
Delaware corporation

By: 
Name: Jay Huie
Title: Chief Financial Officer

Patent Security Agreement

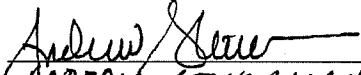
PATENT
REEL: 028541 FRAME: 0032

Acknowledged:

GOLUB CAPITAL LLC,

a New York limited liability company, as Administrative Agent

By:


Name: ANDREW STEVERMAN

Title:

AUTHORIZED SIGNATORY

Schedule 1 to Patent Security Agreement

U.S. PATENT REGISTRATIONS

Owner	Country	Patent #	Issue Date	Serial #	Appl. Date	Patent Title	Status
ITEL Laboratories, Inc.	US	7080080	7/18/06	10/117384	4/5/02	Web-based Siding material matching system	Issued but expired
ITEL Laboratories, Inc.	US	-----	-----	11/486972	7/14/06	Web-based Siding material matching system	Abandoned
ITEL Laboratories, Inc.	US	-----	-----	29415397	3/9/12	Siding Gauge	Application
ITEL Laboratories, Inc.	US	-----	-----	29415403	3/9/12	Siding Gauge	Application

Schedule 2 to Patent Security Agreement

PATENT LICENSES

None.