

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
BLUEROCK TECHNOLOGIES, INC.	09/12/2012
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	111 West Monroe Street, 20th Floor East
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D639013
Patent Number:	D639011
Patent Number:	D639012
Patent Number:	D653834
Application Number:	13112178
Application Number:	13247401
CORRESPONDENCE DATA	
Fax Number:	3128637806
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.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:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

OP \$240.00 D639013

NAME OF SUBMITTER:

Nancy Brougher

Total Attachments: 5

source=Patent Security Agreement (Bluerock)#page1.tif

source=Patent Security Agreement (Bluerock)#page2.tif

source=Patent Security Agreement (Bluerock)#page3.tif

source=Patent Security Agreement (Bluerock)#page4.tif

source=Patent Security Agreement (Bluerock)#page5.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 12, 2012 by BLUEROCK TECHNOLOGIES, INC., a Minnesota corporation ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quadion LLC, a Delaware limited liability company ("Borrower"), Grantor, the other "Guarantors" from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other "Debtors" party thereto and Administrative Agent and (b) this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Patents" shall mean all of Grantor's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUEROCK TECHNOLOGIES, INC.

By Steve Paskach
Name: Steve Paskach
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By _____
Name _____
Title _____

Signature Page to Patent Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUEROCK TECHNOLOGIES, INC.

By _____
Name: Steve Paskach
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By  _____
Name: **Jason Swanson**
Title: **Director**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Holder	Title	Jur.	App. No.	Filing Date	Issue No.	Issue Date
Bluerock Technologies, Inc.	Hydraulic Jack Base (Design)	USA	29/366084	7/19/2010	D639013	5/31/2011
Bluerock Technologies, Inc.	Hydraulic Jack Cap (Design)	USA	29/366082	7/19/2010	D639011	5/31/2011
Bluerock Technologies, Inc.	Hydraulic Jack Pull-Pin Casting (Design)	USA	29/366083	7/19/2010	D639012	5/31/2011
Bluerock Technologies, Inc.	Hydraulic jack assembly (Design)	USA			D653,834	

PATENT APPLICATIONS

Holder	Title	Jur.	App. No.	Filing Date	Issue No.	Issue Date
Bluerock Technologies, Inc.	Finger Ring with Size-Accommodation Inner Liner (Non-Provisional)	USA	13/112178	5/20/2011		
Bluerock Technologies, Inc.	Self-Retracting Hydraulic Jack Assembly (Non-Provisional)	USA	13/247401	9/28/2011		