

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Benetech, Inc.	10/15/2012
RECEIVING PARTY DATA	
Name:	Golub Capital LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7364034
Patent Number:	7438171
Patent Number:	7958992
Patent Number:	5310494
Application Number:	13077602
Application Number:	61611213
Application Number:	13495256
Application Number:	61692038
CORRESPONDENCE DATA	
Fax Number:	3129021061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312.577.8034
Email:	oscar.ruiz@kattenlaw.com
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
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CH \$320.00 7364034

ATTORNEY DOCKET NUMBER:	337968-77
NAME OF SUBMITTER:	Oscar Ruiz
<b>Total Attachments: 4</b> source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif	

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (the "Agreement"), dated as of October 15, 2012, is by and between BENETECH, INC., an Illinois corporation ("Grantor") in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Credit Agreement.

### **RECITALS**

**WHEREAS**, Grantor, as Borrower, has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other loan parties party thereto from time to time, the Lenders and Golub Capital LLC, a Delaware limited liability company, as Revolver Agent, which provides for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Master Reaffirmation Agreement as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Reaffirmation"), by and among Grantor, Grantee and the other Persons party thereto, Grantor has reaffirmed its grant of 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 and applications for Patents, and all products and proceeds thereof) to Grantee, as successor administrative agent to Golub Capital Incorporated (the "Resigning Administrative Agent"), for the benefit of Grantee, as Administrative Agent, Lenders and the other Secured Parties, to secure the payment of the Obligations, as such security interest was initially conveyed to Resigning Administrative Agent pursuant to that certain Security Agreement dated as of December 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the Resigning Administrative Agent, and the other Persons party thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants 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 now owned or existing and hereafter created, acquired or arising:

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

(ii) 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.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Master Reaffirmation and the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Master Reaffirmation or 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 Master Reaffirmation and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement and the transactions evidenced hereby shall be construed under the internal laws of the State of New York without regard to principles of conflicts of law.

[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.

BENETECH, INC., an Illinois corporation

By: 

Name: Ronald W. Pircon

Title: President and CEO

**Schedule 1 to Patent Security Agreement**

<b>Title of patent</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Date Issued</b>
Adjustable Aperture Apparatus that Retains Dust from Bulk Material Directed Through the Apparatus (Feature of InteliFlo)	11/776,373	7/11/2007	7,364,034 B1	April 29, 2008
Retractable & Extendable Material Loader Apparatus for Directing Material onto a Conveyor (Feature of InteliFlo)	11/776,388	7/11/2007	7,438,171	October 21, 2008
Inspection Door with Radiused Coaming for Dust Control	12/949,852	11/19/2010	7,958,992 B1	June 14, 2011
Method for Controlling Dusting of Coke and Coal	07/875,341	4/29/1992	5,310,494	May 10, 1994
Conveyor Belt Cleaner Scraper Blade & Assembly	13/077,602	3/31/2011	N/A	N/A
Inhibition of Spontaneous Combustion in Low-Rank Coals (BT-627)	61/611,213	3/15/2012	N/A	N/A
Method of Suppressing Dust in Piles & Railcars Using Plasticized Cellulose Ethers (Railcar Topper HPMC)	13/495,256	6/13/2012	N/A	N/A
Externally Adjustable Internal Wearliner for a Material Conveyor System	61/692,038	8/22/2012	N/A	N/A