PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE	::	NEW ASSIGNMENT		
NATURE OF CONV	EYANCE:	SECURITY AGREEMENT		
CONVEYING PART	Y DATA			
Name		Execution Date		
Defender Security 0	Canada, Inc.		12/13/2012	
Defender Security 0	Company		12/13/2012	
Winback Inc.			12/13/2012	
Williams Comfort Ai	r Inc.		12/13/2012	
DPL One LLC			12/13/2012	
DPL Two LLC			12/13/2012	
Dothome Acquisition Group, LLC			12/13/2012	
RECEIVING PARTY		onal Association		
Street Address:	4900 Tiedeman Road, 1st Floor SE, OH-01-49-0114			
Internal Address:	Attention: KNB Agency Services			
City:	Brooklyn			
State/Country:	ОНЮ			
Postal Code:	44144			
PROPERTY NUMBI	ERS Total: 3			
Property Type		M	lumber	
Patent Number: 8312938				

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8312938
Patent Number:	8256531
Application Number:	12884257

CORRESPONDENCE DATA

Fax Number:	2165790212			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
Phone:	216-586-7387			
Email:	dlpejeau@jonesday.com			
Correspondent Name:	Debra Pejeau			
Address Line 1:	Jones Day			

502163995

PATENT REEL: 029469 FRAME: 0876

ddress Line 2:901 Lakeside Avenueddress Line 4:Cleveland, OHIO 44114				
ATTORNEY DOCKET NUMBER:	601755-049182/DLP			
NAME OF SUBMITTER:	Debra Pejeau			
Total Attachments: 5 source=Collateral_Assignment_Patents_Dec2012#page1.tif source=Collateral_Assignment_Patents_Dec2012#page2.tif source=Collateral_Assignment_Patents_Dec2012#page3.tif source=Collateral_Assignment_Patents_Dec2012#page4.tif source=Collateral_Assignment_Patents_Dec2012#page5.tif				

COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of December 13, 2012 ("Agreement"), among Defender Security Company, an Indiana corporation (the "Borrower"); each of the Subsidiaries (as defined in the Credit Agreement referred to below) of the Borrower that is a signatory hereto (each Subsidiary, together with its successors and assigns, and the Borrower, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 13, 2012 (as amended, restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Assignor, the lenders party thereto (the "<u>Lenders</u>"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 13, 2012 (as amended, restated or otherwise modified from time to time, the "<u>Security Agreement</u>"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. <u>Assignment and Grant of Security Interest</u>. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);

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(iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

(iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all good will related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. <u>Reference to Separate Security Agreement</u>. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNORS:

DEFENDER SECURITY CANADA, INC.

By:

Name: Bart Shroyed Title: Vice President and Treasurer

WINBACK INC.

By

Name: Bart Shroyer / Title: Vice President and Treasurer

DPL ONE LLC

By: Defender Security Company Its: Sole Member

Bv:

Name: Bart Shroyck Its: Vice President, Treasurer and Chief Financial Officer

DOTHOME ACQUISITION GROUP, LLC

By: Defender Security Company Its: Sole Member

By:

Name: Bart Shroyer / Its: Vice President, Treasurer and Chief Financial Officer

DEFENDER SECURITY COMPANY

Bv:

Name: Bart Shroyer Title: Vice President, Treasurer and Chief Financial Officer

WILLIAMS COMFORT AIR INC.

By:

Name: Bart Shroyer Title: Treasurer

DPL TWO LLC

By: Defender Security Company Its: Sole Member

By: Name: Bart Shroyer

Name: Bart Shroyer Its: Vice President, Treasurer and Chief Financial Officer

Collateral Assignment of Patents

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CLI-2057951

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION, as

Administrative Agent Ę Вy;

Name: Marianne T. Meil Title: Senior Vice President

CL1-2057951

Collateral Assignment of Patents

PATENT REEL: 029469 FRAME: 0881

Schedule A

to Collateral Assignment of Patents

U.S. Patent No.	Title/Inventor	Issue Date
8,312,938	Williams Comfort Air Inc.	11/ 20/2012
8,256,531	Williams Comfort Air Inc.	09/04/2012
12884257	Williams Comfort Air Inc.	09/17/2010

RECORDED: 12/14/2012