

## 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
Temptime Corporation	09/12/2013
RECEIVING PARTY DATA	
Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	8430053
Patent Number:	8128872
Patent Number:	8122844
Patent Number:	8354486
Patent Number:	6924148
Patent Number:	7209042
Patent Number:	7161023
Patent Number:	7490575
Patent Number:	7571695
Patent Number:	7343872
Patent Number:	6544925
Patent Number:	7517146
Patent Number:	6957623
Patent Number:	7019171

Patent Number:	8067483
Patent Number:	8529682
Patent Number:	8269042
Patent Number:	7624698
Patent Number:	7891310
Patent Number:	5709472
Patent Number:	6270122
Patent Number:	7682830
Patent Number:	6641691
Application Number:	12799252
Application Number:	13276543
Application Number:	13238686
Application Number:	13529605
Application Number:	13945397
Application Number:	13827898
Application Number:	13893317
Application Number:	13968895
Application Number:	61733589
Application Number:	61839658
Patent Number:	6042264

# CORRESPONDENCE DATA

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Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/13/2013

Total Attachments: 10  
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**PATENT**  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 12, 2013, is made by Temptime Corporation, a Delaware corporation (the "**Grantor**"), in favor of Ares Capital Corporation ("**ARCC**"), as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the "**Collateral Agent**") for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers, the Administrative Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ARCC, as Administrative Agent and Collateral Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents and all Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 4. Termination of Security Interest. On the Termination Date, the Patent Collateral shall be released from the Lien and security interest created by this Patent Security Agreement, and this Patent Security Agreement shall terminate, all without delivery of any instrument or performance of any act by any Person.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, subject to the limitations set forth in the Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

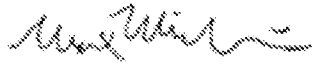
Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]*

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

**TEMPTIME CORPORATION**, as Grantor

By:  \_\_\_\_\_

Name: Maxwell Mishkin

Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION  
as Collateral Agent

By: 

Name: MARK AFFOLTER

Title: AUTHORIZED SIGNATORY

Patent Security Agreement

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US	8,430,053	04/30/2013	13/246,392	09/27/2011	TAYLOR, Dene H. LENTZ, Carl Michael SMITH, Dawn E.	COLOR-CHANGING EMULSIONS FOR FREEZE INDICATORS	TEMPTIME CORP.
US	8,128,872	03/06/2012	12/511,025	07/28/2009	LENTZ, Carl Michael SMITH, Dawn E. TAYLOR, Dene H.	FREEZE INDICATORS, COMPONENTS THEREFOR AND PREPARATIVE PROCESSES	TEMPTIME CORP.
US			12/799,252	04/20/2010	MOORE, Emily LENTZ, Carl Michael PRUSIK, Thaddeus PURO, Nicholas GRABINER, Frederick R.	COMPUTING SYSTEMS AND METHODS FOR ELECTRONICALLY INDICATING THE ACCEPTABILITY OF A PRODUCT	TEMPTIME CORP.
US			13/276,543	10/19/2011	GRABINER, Frederick R. LENTZ, Carl Michael MOORE, Emily PRUSIK, Thaddeus PURO, Nicholas Osborn, Bruce-Erik	COMPUTING SYSTEMS AND METHODS FOR ELECTRONICALLY INDICATING THE ACCEPTABILITY OF A PRODUCT	TEMPTIME CORP.
US	8,122,844	02/28/2012	12/871,034	08/30/2010	OSUNGA, Yvonne HUFFMAN, Brian S. TAYLOR, Dene H. SMITH, Dawn E. LENTZ, Carl Michael	FREEZE INDICATORS WITH A CONTROLLED TEMPERATURE RESPONSE	TEMPTIME CORP.



Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US	8,354,486	01/15/2013	12/730,835	03/24/2010	CASTILLO MARTINEZ, Elizabeth Baughman, Ray H. Hall, Lee J. Kozlov, Mikhail Smith, Dawn E. Prusik, Thaddeus Lentz, Carl M.	CO-CRYSTALLIZABLE DIACETYLENIC MONOMER COMPOSITIONS, CRYSTAL PHASES AND MIXTURES, AND RELATED METHODS	TEMPTIME CORP.
US			13/238,686	09/21/2011	HUFFMAN, Brian S. SMITH, Dawn E. LENTZ, Carl Michael	TEMPERATURE-ACTIVATABLE TIME-TEMPERATURE INDICATOR	TEMPTIME CORP.
US	6,924,148	08/02/2005	10/611,302	07/02/2003	PRUSIK, Thaddeus	REACTIVITY CONTROL IN SUBSTITUTED DIACETYLENIC MONOMER SHELF LIFE MONITORING SYSTEMS	TEMPTIME CORP.
US	7,209,042	04/24/2007	11/017,534	12/20/2004	GRABINER, FREDERICK R MARTIN, Jean-Paul	RFID TAG WITH VISUAL ENVIRONMENTAL CONDITION MONITOR	TEMPTIME CORP.
US	7,161,023	01/09/2007	10/900,448	07/28/2004	PRUSIK, Thaddeus SMITH, Dawn E. Leubner, Ingo H OLMSTED, WESLEY A	MORPHOLOGY CONTROL OF SUBSTITUTED DIACETYLENIC MONOMERS FOR SHELF LIFE MONITORING SYSTEMS	TEMPTIME CORP.
US	7,490,575	02/17/2009	11/557,841	11/08/2006	SMITH, Dawn E. TAYLOR, Dene H. PRUSIK, Thaddeus	COMBINATION FREEZE INDICATORS	TEMPTIME CORP.
US	7,571,695	08/11/2009	11/750,054	05/17/2007	TAYLOR, Dene H. PRUSIK, Thaddeus SMITH, Dawn E.	FREEZE INDICATORS, FLEXIBLE FREEZE INDICATORS AND MANUFACTURING METHODS	TEMPTIME CORP.
US	7,343,872	03/18/2008	11/557,000	11/06/2006	TAYLOR, Dene H. SMITH, Dawn E. PRUSIK, Thaddeus	FREEZE INDICATORS SUITABLE FOR MASS PRODUCTION	TEMPTIME CORP.

Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US	6,544,925	04/08/2003	09/517,831	03/02/2000	Arnold, Raymond M. Piechowski, Allen P. PRUSIK, Thaddeus	ACTIVATABLE TIME-TEMPERATURE INDICATOR SYSTEM	TEMPTIME CORP.
US	7,517,146	04/14/2009	11/844,739	08/24/2007	ABBASSI, OMAR Temptime Corporation, PRUSIK, Thaddeus SMITH, Dawn E.	COLOR-RETAINING EXCESS-TEMPERATURE EXPOSURE INDICATOR	TEMPTIME CORP.
US	6,957,623	10/25/2005	10/796,445	03/09/2004	Guisinger, Robert Ramp, Floyd Lane, Randall	CRITICAL TEMPERATURE INDICATOR	TEMPTIME CORP.
US	7,019,171	03/28/2006	11/002,818	12/02/2004	SMITH, Dawn E. Leubner, Ingo H PRUSIK, Thaddeus	PARTICLE SIZE CONTROL FOR ACETYLENIC AGENTS USEFUL IN CONDITION MONITORING SYSTEMS	TEMPTIME CORP.
US	8,067,483	11/29/2011	11/427,589	06/29/2006	PRUSIK, Thaddeus SMITH, Dawn E. BAUGHMAN, Ray H.	ADJUVANT-MEDIATED REACTIVITY ENHANCEMENT OF POLYMERIZABLE POLYACETYLENIC MATERIALS	TEMPTIME CORP.
US	8,529,682	Expected 9/10/2013	13/248,254	09/29/2011	PRUSIK, Thaddeus SMITH, Dawn E. BAUGHMAN, Ray H.	A PROCESS FOR PREPARING AN INDICATOR COMPOSITION AND INDICATOR COMPOSITIONS	TEMPTIME CORP.
US	8,269,042	09/18/2012	12/261,887	10/30/2008	Hall, Dr. Lee J. KOZLOV, Mikhail BAUGHMAN, Ray H. SMITH, Dawn E. PRUSIK, Thaddeus	CRYSTALLIZED DIACETYLENIC INDICATOR COMPOUNDS AND METHODS OF PREPARING THE COMPOUNDS	TEMPTIME CORP.
US			13/529,605	06/21/2012	Baughman, Ray H. Hall, Lee J. Kozlov, Mikhail Smith, Dawn E. Prusik, Thaddeus	CRYSTALLIZED DIACETYLENIC INDICATOR COMPOUNDS AND METHODS OF PREPARING THE COMPOUNDS	TEMPTIME CORP.

Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US			13/945,397	07/18/2013	Baughman, Ray H. Hall, Lee J. Kozlov, Mikhail Smith, Dawn E. Prusik, Thaddeus	CRYSTALLIZED DIACETYLENIC INDICATOR COMPOUNDS AND METHODS OF PREPARING THE COMPOUNDS	TEMPTIME CORP.
US	7,624,698	12/01/2009	12/069,025	02/06/2008	TAYLOR, Dene H. Temptime Corporation, PRUSIK, Thaddeus SMITH, Dawn E.	FREEZE INDICATORS SUITABLE FOR MASS PRODUCTION	TEMPTIME CORP.
US	7,891,310	02/22/2011	12/500,799	07/10/2009	SMITH, Dawn E. PRUSIK, Thaddeus BAUGHMAN, Ray H. TAYLOR, Dene H.	FREEZE INDICATORS, FLEXIBLE FREEZE INDICATORS, COMBINATION INDICATORS AND MANUFACTURING METHODS	TEMPTIME CORP.
US			13/827,898	03/14/2013	SMITH, Dawn E. HUFFMAN, Brian S. GRABINER, Frederick R. MARTIN, Jean-Paul	ROBUST, ULTRAVIOLET-PROTECTED AMBIENT CONDITION HISTORY INDICATOR AND METHOD OF MAKING SAME	TEMPTIME CORP.
US	5,709,472	01/20/1998	08/546,919	10/23/1995	Prusik, Thaddeus Arnold, Raymond M. Fields, Stephen C.	TIME-TEMPERATURE INDICATOR DEVICE AND METHOD OF MANUFACTURE	TEMPTIME CORP.
US			13/893,317	05/13/2013	PRUSIK, Thaddeus SMITH, Dawn E. TAYLOR, Dene H. ARNOLD, Raquiba Hoque	DUAL-FUNCTION HEAT INDICATOR AND METHOD OF MANUFACTURE	TEMPTIME CORP.

Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US			13/968,895	08/16/2013	SMITH, Dawn E. HUFFMAN, Brian S. TAYLOR, Dene H.	FREEZE INDICATOR EMPLOYING LIGHT SCATTERING AND METHOD OF MAKING SAME	Recently filed application - assignment not yet executed / recorded however an executed assignment to Temptime Corp. was recorded on the priority provisional application, USAN 61/683,805
US			61/733,589	12/05/2012	Smith, Dawn E. Prusik, Thaddeus	HEAT-SENSITIVE FREEZE INDICATOR	TEMPTIME CORP.
US			61/839,658	06/26/2013	Newport, John F.L. SMITH, Dawn E. Taylor Dene H. Huffman, Brian	THREE-PHASE EMULSIONS USED IN A FREEZE INDICATOR EMPLOYING LIGHT SCATTERING	TEMPTIME CORP.
US	6,270,122	08/07/2001	09/426,225	10/22/1999	Shadle, Mark A.	IRREVERSIBLE THIN FILM DISPLAY WITH CLEARING AGENT	TEMPTIME CORP.
US	7,682,830	03/23/2010	10/457,664	06/10/2003	PRUSIK, Thaddeus PIECHOWSKI, Allan P.	PRODUCT SHELF LIFE MONITORING SYSTEMS	TEMPTIME CORP.
US			61/839,658	06/26/2013	Newport, John F.L. SMITH, Dawn E. TAYLOR, Dene H. HUFFMAN, Brian S.	THREE-PHASE EMULSIONS USED IN A FREEZE INDICATOR EMPLOYING LIGHT SCATTERING	TEMPTIME CORP.
US	6,641,691	11/04/2003	09/910,335	07/20/2001	Shadle, Mark A. Good, David M. Verschuur, Gerrit L. Mitchell Jr. Chauncey T.	METHOD OF MAKING A SUCCESSION OF IRREVERSIBLE THIN FILM DISPLAYS	TEMPTIME CORP.

Country	Issue (Patent) No	Issue Date, if applicable	Application No.	Application Date	Inventor Name(s)	Title	Record Owner
US	6,042,264	3/28/00	0876260		THADDEUS PRUSIK, RAYMOND M. ARNOLD, STEPHEN C. FIELDS	TIME-TEMPERATURE INDICATOR DEVICE AND METHOD OF MANUFACTURE	TEMPTIME CORP