

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2603467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DES-CASE CORPORATION	10/31/2013
RECEIVING PARTY DATA	
Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION
Street Address:	200 NORTH ADAMS STREET
City:	GREEN BAY
State/Country:	WISCONSIN
Postal Code:	54301
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12763129
Application Number:	13220675
Application Number:	14040600
PCT Number:	US2013063538
CORRESPONDENCE DATA	
Fax Number:	(414)298-8097
Phone:	414-298-1000
Email:	IPadmin@reinhardtllaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ALEC D. SMYCZEK
Address Line 1:	1000 NORTH WATER STREET
Address Line 2:	SUITE 1700
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	013692-0001
NAME OF SUBMITTER:	ALEC D. SMYCZEK

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PATENT
 REEL: 031580 FRAME: 0537

CH \$160.00 12763129

Signature:	/Alec D. Smyczek/
Date:	11/05/2013
Total Attachments: 7 source=SecurityInterest#page1.tif source=SecurityInterest#page2.tif source=SecurityInterest#page3.tif source=SecurityInterest#page4.tif source=SecurityInterest#page5.tif source=SecurityInterest#page6.tif source=SecurityInterest#page7.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

October 31, 2013

WHEREAS, Des-Case Corporation, a Tennessee corporation (the "Grantor"), having its chief executive office at 675 North Main Street, Goodlettsville, Tennessee 37072, is the owner of all right, title and interest in and to certain United States patents and patent applications;

WHEREAS, Associated Bank, National Association, having its principal offices at 200 North Adams Street, Green Bay, Wisconsin 54301 ("Associated Bank"), desires to acquire a security interest in all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired: (i) United States patents and patent applications (the "Patents"), including without limitation those set forth on Schedule A, (ii) all reissues, extensions or renewals of any Patents, (iii) all causes of action arising prior to, on or after the date hereof for infringement of any Patent and (iv) all proceeds of, and rights associated with, the foregoing.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns pursuant to the Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") with Associated Bank and the other documents entered into in connection therewith. Upon request of the Grantor when all obligations have been finally paid in full (other than contingent indemnification obligations and outstanding Letters of Credit, if such Letters of Credit have been cash collateralized) and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall

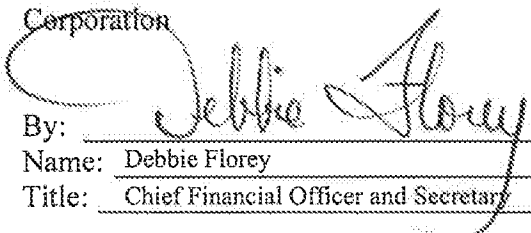
continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

DES-CASE CORPORATION, a Tennessee
Corporation

By: 
Name: Debbie Florey
Title: Chief Financial Officer and Secretary

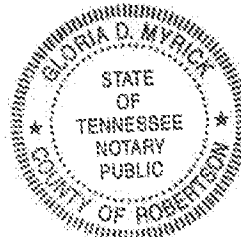
ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF Tennessee)
) ss.:
COUNTY OF Robertson)

On this 30 day of October 2013, before me personally came Debbie Florey who, being by me duly sworn, did state as follows: that she is Chief Financial Officer and Secretary of Des-Case Corporation, that she is authorized to execute the foregoing Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Gloria D. Myrick
Notary Public




MY COMMISSION EXPIRES:
FEBRUARY 8, 2017

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

DES-CASE CORPORATION, a Tennessee
Corporation

By: _____
Name: _____
Title: _____

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By:  _____
Name: Daniel R. Holzhauser
Title: Senior Vice President

STATE OF)
) ss.:
COUNTY OF)

On this 29th day of October, 2013, before me personally came Daniel R. Holzhauer who, being by me duly sworn, did state as follows: that he is a Senior Vice President of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Michele M. George
Notary Public Exp 10/27/2023



SCHEDULE A

<u>Patent Name</u>	<u>Application Number</u>	<u>Filing Date</u>
Sampling Container and Method of Sampling	12/763,129	4/19/2010
Oil Coalescing Device	13/220,675	8/29/2011
Diagnostic Breather Dryer	14/040,600	10/4/2013
Breather with Indicator (PCT Application)	PCT/US13/63538	10/4/2013