

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2686934

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AMERICAN LAFRANCE, LLC | 01/16/2014 |
| RECEIVING PARTY DATA | |
| Name: | PATRIARCH PARTNERS AGENCY SERVICES, LLC |
| Street Address: | ONE BROADWAY, 5TH FLOOR |
| Internal Address: | FINANCIAL AND INVESTMENT LAW GROUP |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 7734399 |
| Patent Number: | 5301756 |
| Patent Number: | 5211245 |
| Patent Number: | 4453672 |
| CORRESPONDENCE DATA | |
| Fax Number: | (302)636-5454 |
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| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | |
| Correspondent Name: | CORPORATION SERVICE COMPANY |
| Address Line 1: | 1090 VERMONT AVENUE NW, SUITE 430 |
| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20005 |
| NAME OF SUBMITTER: | JEAN PATERSON |
| Signature: | /jep/ |

Date:

01/17/2014

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 16, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2005 and amended and restated as of July 17, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement, dated as of December 14, 2005 (the "Security Agreement"), with the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

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

Section 2. Grant of Security Interest in Patent Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 5. 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 6. 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

AMERICAN LAFRANCE, LLC

as Grantor

By: 

Name: Brady Candall
Title: Dir. of Operations

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

| Patent | Jurisdiction | Reg No | App No |
|---|---------------------|---------------|---------------|
| Outrigger obstruction detection system for aerial fire trucks | United States | 7,734,399 | 11/704,514 |
| Vehicle Mounted Aerial Lift | United States | 5,301,756 | 08/014548 |
| Vehicle Mounted Aerial Lift | United States | 5,211,245 | 07/723,577 |
| Vehicle Mounted Aerial Lift | United States | 4,453,672 | 06/361097 |

B. PATENT APPLICATIONS

None

C. IP LICENSES

None