

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2790126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TOTAL FLEET SOLUTIONS, LTD.	03/26/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NXT CAPITAL, LLC, AS AGENT	
<b>Street Address:</b>	191 N. WACKER DR., STE 1200	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8201463	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)863-7267	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	3128637267	
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com	
<b>Correspondent Name:</b>	JACLYN DI GRANDE - PARALEGAL	
<b>Address Line 1:</b>	GOLDBERG KOHN LTD.	
<b>Address Line 2:</b>	55 E MONROE ST., STE 3300	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603	
<b>ATTORNEY DOCKET NUMBER:</b>	6492.159	
<b>NAME OF SUBMITTER:</b>	JACLYN DI GRANDE	
<b>SIGNATURE:</b>	/jaclyn di grande/	
<b>DATE SIGNED:</b>	03/28/2014	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 26th day of March, 2014, by TOTAL FLEET SOLUTIONS, LTD., an Ohio limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, 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, royalties and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of such Patents.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN

CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TOTAL FLEET SOLUTIONS, LTD.

By:   
Name: Patrick M. Aelvoet  
Title: Secretary and Treasurer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

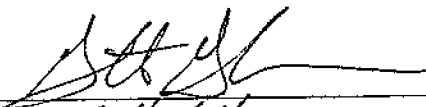
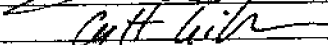
MINER, LTD,

By: Miner GP, L.L.C., its general partner

By: \_\_\_\_\_  
Name: Patrick M. Aelvoet  
Title: Secretary and Treasurer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By  \_\_\_\_\_  
Its  \_\_\_\_\_

## SCHEDULE 1

### PATENTS

<u>Patent</u>	<u>Jurisdiction</u>	<u>Patent #</u>	<u>Issue Date</u>
Lift Truck Clamp Test System	United States	8,201,463	June 19, 2012

### PATENT APPLICATIONS

Patent Application Description    U.S. Patent Application No.    Application Date

None.