

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2926912

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROSEN'S, INC.	07/02/2014
RECEIVING PARTY DATA		
Name:	BANK OF MONTREAL, AS AGENT	
Street Address:	115 S. LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	RE41267	
Patent Number:	6358294	
Application Number:	11404581	
Application Number:	60473376	
CORRESPONDENCE DATA		
Fax Number:	(302)636-5454	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-408-3121 X62348	
Email:	jpaterso@cscinfo.com	
Correspondent Name:	CORPORATION SERVICE COMPANY	
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	205344-20	
NAME OF SUBMITTER:	JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	07/07/2014	
Total Attachments: 4		
source=7-7-14 Rosen's-PT#page2.tif		
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source=7-7-14 Rosen's-PT#page4.tif		

PATENT SECURITY AGREEMENT

This 2nd day of July, 2014, Rosen's, Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to Bank of Montreal, a Canadian chartered bank, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto, together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Third Amended and Restated Security Agreement dated May 22, 2014 herewith between Debtor, such affiliates and Secured Party (such Third Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

For clarity, this Patent Security Agreement is not intended as a current assignment of the entire interest in the patent and patent application listed on Schedule A hereto but it is intended to assign a security interest only on and pursuant to the terms of the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, Debtor has caused this Patent Security Agreement to be duly executed as of the date and year last above written.

ROSEN'S INC.

By 

Name: Robert Hovde

Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By _____

Name: _____

Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 033278 FRAME: 0888

In Witness Whereof, Debtor has caused this Patent Security Agreement to be duly executed as of the date and year last above written.

ROSEN'S INC.

By _____
Name: Robert Hovde
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By Thomas M. Austern
Name: Thomas Austern
Title: Vice President

**SCHEDULE A
TO PATENT SECURITY AGREEMENT**

**REGISTERED PATENTS
AND PATENT APPLICATIONS**

ROSEN'S, INC.	
DESCRIPTION	PATENT NO.
DDS2000 Reissue patent application	RE41,267
FREE FLOWING	6358294
NETWORK ARCHITECTURE (Claim re: local controller)	11/404,581 (Application No.)
PULSE FEEDBACK	60/473,376 (Application No.)