PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2980472

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ROBBINS, INC.	07/25/2014

RECEIVING PARTY DATA

Name:	FIRST FINANCIAL BANK, NATIONAL ASSOCIATION
Street Address:	300 HIGH STREET
City:	HAMILTON
State/Country:	OHIO
Postal Code:	45011

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6023900
Patent Number:	6527156
Patent Number:	6851237
Patent Number:	6367217
Patent Number:	6637169
Patent Number:	8291661
Patent Number:	5930967
Patent Number:	6269996
Patent Number:	6718715
Patent Number:	6883287
Patent Number:	7121052

CORRESPONDENCE DATA

Fax Number: (202)533-9099

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.

Phone: 202-467-8800
Email: jspiantanida@vorys.com
Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: TANYA MARIE CURCIO
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	059684-140/1707/ROBBINS
NAME OF SUBMITTER:	JULIE S. PIANTANIDA
SIGNATURE:	/julie piantanida/
DATE SIGNED:	08/13/2014

Total Attachments: 8
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EXECUTION VERSION

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 25, 2014 (the "Effective Date"), is entered into by and between **ROBBINS, INC.**, an Ohio corporation ("Debtor"), whose principal place of business and mailing address is 4777 Eastern Avenue, Cincinnati, Ohio 45226, and **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party"), located at 300 High Street, Hamilton, Ohio 45011. Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, and hereby assigns to Secured Party as collateral, all of the "Patent Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. **OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete Payment in Full of the Obligations, as that term is defined in the Loan Agreement dated of even date herewith by and among Secured Party, Debtor and Prolinea LLC, an Ohio limited liability company, Ishpeming, L.L.C., an Ohio limited liability company, and White Lake, L.L.C., an Ohio limited liability company, as borrowers (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Loan Agreement").

2. **PATENT COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (the "Patent Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents and patent applications listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Patent" and collectively, the "Patents"); (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (d) all rights to sue for past, present and future infringements of any and all Patents; (e) all rights corresponding to each of the Patents throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Patent License Rights").

3. **DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. **LICENSES:** Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Patents (a "Patent License") included in the Patent Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold its consent in its sole discretion), and each such Patent License so granted shall be subject to the terms and conditions of this Agreement.

5. **REPRESENTATIONS AND WARRANTIES:**

To induce Secured Party to make the Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are true and correct as of the date hereof and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(a) Debtor is, and as to any property which at any time forms a part of the Patent Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Patent Collateral, or otherwise has the right to grant a security interest in the Patent Collateral, free and clear of any Lien (other than Permitted Liens), option, or license (other than any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I is a complete and accurate list of all Patents and Patent License Rights owned by Debtor or in which Debtor has any rights;

(c) Each Patent is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Patent is valid and patentable;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Patent Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper patent marking has been used in connection with the use of each Patent;

(f) To Debtor's knowledge, the Patent License Rights are in full force and effect. Debtor is not in default under any of the Patent License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Patent License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby, (ii) for the execution, delivery or performance of this Agreement by Debtor or (iii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Payment in Full of the Obligations and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request a current list of all of the items of the Patent Collateral for the purpose of identifying the Patent Collateral, including any licensing of Patent Collateral, and all other information in connection with the Patent Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Patent Collateral;

(b) Should Debtor obtain an ownership interest in any Patent License Rights or Patents, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) each of such Patent License Rights and Patents shall automatically become part of the Patent Collateral under this Section 6(b). Upon any such notice by Debtor to Secured Party, Schedule I will be automatically amended to include any Patents and Patent License Rights which shall become part of the Patent Collateral under this Section 6(b);

(c) Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Patent and to pursue each item of Patent Collateral, including the payment of maintenance fees, and the participation in interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other Patent to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any item of Patent Collateral or (ii) abandon any right to file an application for Patent, or abandon any pending application or Patent, unless the invention or improvement which is the subject of such application, registration, or Patent is not necessary in the conduct of Debtor's business;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received, or reasonably expects to receive, which would reasonably be expected to materially adversely affect the value of the Patent Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor learns (A) that any item of the Patent Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) regarding any item of the Patent Collateral; or (C) that Debtor is or potentially could be in default of any of the Patent License Rights;

(e) Debtor will promptly notify Secured Party, should Debtor become aware that any of the Patent Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that

Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Patent Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Patent Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Patent Collateral except for Permitted Liens and as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Patent Collateral that could reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each Patent in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Patent; and

(h) Debtor will pay all expenses and Attorney's Fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Patent Collateral and the other Collateral.

7. POWER OF ATTORNEY: Debtor hereby (a) makes, constitutes and appoints Secured Party its true and lawful attorney in fact to: (i) execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Patent Collateral, (ii) record the security interest in any and all Patent Collateral in favor of Secured Party with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), (iii) execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Patent Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Patent Collateral in Secured Party's name (or the name of any nominee), and/or (3) otherwise to enforce the rights of Secured Party with respect to any of the Patent Collateral, and (b) specifically authorizes Secured Party as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may without further notice to Debtor except as expressly provided in the Loan Agreement, at Secured Party's option, declare all Notes and any or all of the other Obligations to become immediately due and payable in the aggregate amount thereof. If an Event of Default occurs and is continuing, Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Patent Collateral) including, without limitation, (i) causing the assignment of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) of the Patent Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Patent Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person, and otherwise exercising any and all rights and remedies of Secured Party under or in connection with the Patent Licenses or otherwise in respect of the Patent Collateral (and Secured Party is also hereby granted a non-exclusive, royalty-free license to use the Patent Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Patent Collateral at a public or private sale, and Debtor will be credited with the net proceeds of such sale, after Payment in Full of the Obligations, only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Patent Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Patent Collateral following the occurrence and during the continuance of an Event of Default, Debtor will supply to Secured Party or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Patent Collateral subject to such disposition and (B) customer lists and other records relating to such Patent Collateral and to the distribution of such products and services. Moreover, if an

Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to any Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Patent Collateral, (II) continue the operation of the business of any Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Patent Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Patent Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Patent Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Patent Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Patent Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles that would result in the application of the laws of any state other than the laws of the State of Ohio).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Patent Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Patent Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Patent Collateral.

(f) Secured Party shall have no duty of care with respect to the Patent Collateral except that Secured Party shall exercise reasonable care with respect to the Patent Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Patent Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Patent Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Borrower Security Agreements or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Borrower Security Agreements or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") the Payment in Full of the Obligations. Upon such Termination, the Liens on the Patent Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and will deliver UCC termination statements with respect to its Liens on the Patent Collateral.

[*Signature Page Follows*]

This Agreement is made and dated as of the Effective Date.

SECURED PARTY:

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

By:________________________________
Shawn L. Byerly, Vice President

DEBTOR:

ROBBINS, INC.

By:________________________________
James H. Stoehr, III, President

This Agreement is made and dated as of the Effective Date.

SECURED PARTY:

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

By: ______________________________
Shawn L. Byerly, Vice President

DEBTOR:

ROBBINS, INC.

By: James H. Stoehr, III
James H. Stoehr, III, President

First Financial Bank, National Association
Borrowers: Robbins, Inc., Prolinea LLC, Ishpeming, L.L.C. and White Lake, L.L.C.
Loan Number: 82010906

SCHEDULE I

PATENTS AND LICENSES

Title	App. No.	Filing Date	Patent No.	Issue Date
FINGER JOINTED FLOORBOARD WITH SANDABLE WEAR SURFACE	09/304478	05-03-1999	6023900	02-15-2000
FASTENER DRIVING APPARATUS AND METHOD	09/825503	04-03-2001	6527156	03-04-2003
FLOORBOARD WITH COMPRESSION NUB	10/430960	05-06-2003	6851237	02-08-2005
SLEEPER ASSEMBLY FOR RESILIENT HARDWOOD FLOOR SYSTEM	09/428957	11-04-1999	6367217	04-09-2002
SLEEPER ASSEMBLY FOR RESILIENT HARDWOOD FLOOR SYSTEM	10/099696	03-15-2002	6637169	10-28-2003
INTERLOCKING FLOOR	11/937238	11-08-2007	8291661	10-23-2012
FINGER JOINTED FLOORBOARD WITH SANDABLE WEAR SURFACE	08/888446	07-07-1997	5930967	08-03-1999
FASTENER DRIVING APPARATUS AND METHOD	09/370351	08-06-1999	6269996	08-07-2001
HARDWOOD FLOOR PAD WITH IMPROVED RESTORATION CAPABILITY	09/998555	11-29-2001	6718715	04-13-2004
PANEL-TYPE SUBFLOOR ASSEMBLY FOR ANCHORED/RESILIENT HARDWOOD FLOOR	10/447903	05-29-2003	6883287	04-26-2005
PANEL-TYPE SUBFLOOR ASSEMBLY FOR ANCHORED/RESILIENT FLOOR	11/113732	04-25-2005	7121052	10-17-2006