

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3004808

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEW BREED, INC.	09/02/2014
RECEIVING PARTY DATA		
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS AGENT	
Street Address:	1 NEW YORK PLAZA	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	6876958
	Application Number:	10150626
CORRESPONDENCE DATA		
Fax Number:	(212)303-7064	
<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:	212.318.6824	
Email:	christinedionne@paulhastings.com	
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
Address Line 1:	75 EAST 55TH STREET	
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ATTORNEY DOCKET NUMBER:	74572.00019	
NAME OF SUBMITTER:	CHRISTINE DIONNE	
SIGNATURE:	/CHRISTINE DIONNE/	
DATE SIGNED:	09/02/2014	
Total Attachments: 5		
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Patent Security Agreement

Patent Security Agreement, dated as of September 2, 2014, by New Breed, Inc. (the “Pledgor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement dated April 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the “Patent Collateral”):

(a) (A) all letters patent of the United States or of any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or of any other country, including issuances, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state, or any other country, including those set forth on Schedule I to this Patent Security Agreement, (B) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof and amendments thereto, together with any and all (i) rights and privileges arising under applicable law with respect to such (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable to Pledgor thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof.

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted concurrently and in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEW BREED, INC.

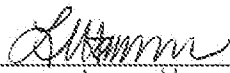
By: 

Name: Richard Bennett Wimmer
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Lisa Hansen
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Patent Registrations and Applications:

Patent	Owner	Status	Registration / Application Number	Country	Registration / Filing Date
METHODS AND SYSTEMS FOR TRACKING A PRODUCT OR SERVICE WITHIN A SUPPLY CHAIN SMART TRACE METHOD AND SYSTEM	New Breed, Inc.	On Appeal	10/150,626	USA	May 17, 2002
METHOD AND SYSTEM OF OPTIMIZED SEQUENCING AND CONFIGURING OF ITEMS FOR PACKING IN A BOUNDED REGION	New Breed, Inc.	Issued	6876958	USA	April 5, 2005