

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3006175

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BROOKS EQUIPMENT COMPANY, LLC	08/29/2014
RECEIVING PARTY DATA		
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT	
Street Address:	150 SOUTH WACKER DRIVE	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8555467
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	6483.086	
NAME OF SUBMITTER:	JUSTIN DEBRUYNE	
SIGNATURE:	/justin debruyne/	
DATE SIGNED:	09/03/2014	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 29, 2014, is between BROOKS EQUIPMENT COMPANY, LLC, a Delaware limited liability company (the "Grantor"), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Patent registrations and Patent applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patent, Patent registrations and Patent applications, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

1. each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Patent registration owned by Grantor including, without limitation, the Patent registrations referred to in Schedule 1

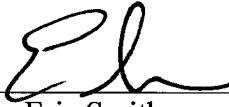
annexed hereto and the Patent registrations issued with respect to the Patent applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

BROOKS EQUIPMENT COMPANY, LLC

By: 
Name: Eric Smith
Title: Chief Executive Officer

Acknowledged:

GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as Administrative Agent

By: GC Advisors LLC, its sole member

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

**Schedule 1
to
Patent Security Agreement**

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Registered Owner	Patent No.	Issue Date	Title
Brooks Equipment Company, LLC	8,555,467	10/15/2013	PULL TIGHT SEAL OR CABLE TIE WITH BREAK-AWAY TAIL