

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3031484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CBT TECHNOLOGY, LLC	07/17/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D332443
Patent Number:	D347210
Patent Number:	5428507
Patent Number:	5506751
Patent Number:	8066461
Application Number:	13918246
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	18173/016
NAME OF SUBMITTER:	DIANE CASSINELLI
SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	09/22/2014
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 17, 2014, is made by CBT TECHNOLOGY, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("**CS**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor, ABELCONN, LLC, a Delaware limited liability company ("**AbelConn**"), SIE (as defined in the Credit Agreement; SIE, together with the Grantor and AbelConn, collectively, the "**Borrowers**" and each individually, a "**Borrower**"), ACS INTEGRATED SYSTEMS, INC., a Delaware corporation ("**Holdings**"), the other Subsidiaries of Holdings from time to time party thereto ("**Guarantors**", and, together with Borrowers, the "**Loan Parties**"), the Lenders from time to time party thereto, CS, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent, have entered into a Credit Agreement, dated as of July 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, among others, the Grantor is party to a Guaranty and Collateral Agreement dated as of July 17, 2014 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Collateral Agreement**"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Patent Collateral**"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral 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 conflicts with any provision of the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Collateral Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

CBT TECHNOLOGY, LLC, as Grantor

By: Michael T. Pieniazek
Name: Michael T. Pieniazek
Title: Chief Financial Officer, Vice President &
Treasurer

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

TITLE	Application No.	FILING DATE	STATUS	ISSUE DATE	PATENT NO.	INVENTORS
ENCLOSURE FOR ELECTRICAL EQUIPMENT	07/687,292	18-Apr-91	Issued	12-Jan-93	D332443	James M. Sharpe
ENCLOSURE FOR ELECTRICAL EQUIPMENT	07/840,708	24-Feb-92	Issued	24-May-94	D347210	James M. Sharpe
FRONT-PANELS FOR RACK-MOUNTED PRINTED CIRCUIT-BOARD	08/231,617	22-Apr-94	Issued	27-Jun-95	5,428,507	Louis R. Chatel
EXTRUDED CARD CAGE	08/329,303	26-Oct-94	Issued	9-Apr-96	5,506,751	Louis R. Chatel
THREADED FASTENER	12/395,211	27-Feb-09	Issued	29-Nov-11	8,066,461	Matthew Travers
MULTI-TOOL MACHINING SYSTEM	13/918,246	6/14/2013	Filed	--	--	Brian Josephs