

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3082401

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SENIOR PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRI-TECH LABORATORIES, INC.	10/17/2014
RECEIVING PARTY DATA		
Name:	NATIONAL BANK OF CANADA, AS AGENT	
Street Address:	500 PLACE D' ARMES	
Internal Address:	26TH FLOOR	
City:	MONTREAL	
State/Country:	CANADA	
Postal Code:	H2Y 2W3	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7232550
CORRESPONDENCE DATA		
Fax Number:	(312)558-5700	
<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:	312 558-6352	
Email:	lkonrath@winston.com	
Correspondent Name:	LAURA KONRATH	
Address Line 1:	35 W WACKER DRIVE	
Address Line 2:	WINSTON & STRAWN LLP, SUITE 4200	
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ATTORNEY DOCKET NUMBER:	12038-4	
NAME OF SUBMITTER:	LAURA L. KONRATH	
SIGNATURE:	/Laura L. Konrath/	
DATE SIGNED:	10/27/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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PATENT		

EXECUTION

SENIOR PATENT SECURITY AGREEMENT

THIS SENIOR PATENT SECURITY AGREEMENT is entered into and effective this 17th day of October, 2014, by and between Tri-Tech Laboratories, Inc., a Virginia corporation ("Debtor"), and National Bank of Canada, in its capacity as administrative agent ("Agent") under the Credit Agreement (as hereinafter defined). Debtor and Agent are sometimes collectively referred to herein as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given to them in that certain Credit Agreement, dated as of September 30, 2014, by and among 9010114 Canada Inc., as Borrower, the other loan parties party thereto, the Lenders party thereto and the Agent (as the same may be amended, restated or otherwise modified from time to time).

RECITALS

A. Debtor is the owner of the patents and patent applications set forth in **Exhibit A** attached hereto.

B. Pursuant to that certain Senior Security Agreement, dated as of the date hereof, among the Parties hereto (the "Security Agreement"), Debtor has granted to Agent, a lien on and security interest in and to certain assets of the Debtor, including without limitation the patent assets described in Recital Paragraph "A" and more fully defined herein below as the "Patent Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Debtor's grant to Agent of a lien on and security interest in and to the patent assets described in Recital Paragraph "A" and more fully defined herein below as the "Patent Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Debtor hereby grants to the Agent, and the Agent hereby accepts from the Debtor, a lien on and security interest in and to all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the patents and patent applications referred to in **Exhibit A** hereto, including without limitation all reissues, reexaminations, divisionals, continuations, and continuations in part thereof;
- (ii) all licenses associated with the use of any of such patents; and
- (iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Debtor against third parties for the past, present or future infringement, violation, misuse or misappropriation of any such patents.

2. This security interest is granted in conjunction with the security interest granted to the Agent in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Senior Patent Security Agreement.

4. In the event of any conflict between the terms and provisions of this Senior Patent Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Senior Patent Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Senior Patent Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

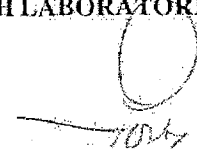
7. This Senior Patent Security Agreement is governed by the patent laws of the United States of America and the laws of the Commonwealth of Virginia, applicable to contracts executed and fully performed within the Commonwealth of Virginia, without regard to conflicts or choice of laws principles.

8. This Senior Patent Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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TRI-TECH LABORATORIES, INC., AS DEBTOR

By



Name Jacques Foisy
Title Secretary

[Signature Page to Senior Patent Security Agreement]

NATIONAL BANK OF CANADA, as Agent

By: 

Name:

Donaldo Almeida

Title:

Director

[Signature Page to Senior Patent Security Agreement]

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

1. U.S. Patent number 7232550 Room Refresher and Oil Candle