

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3084508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUBORDINATE 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 A LENDER
Street Address:	1155 METCALFE
Internal Address:	5TH FLOOR
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H3B 4S9
Name:	BANK OF MONTREAL, DOING BUSINESS AS BMO CAPITAL PARTNERS, AS A LENDER
Street Address:	105 SAINT-JACQUES STREET
Internal Address:	SUITE 300
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H2Y 1L6
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
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	12038-4
NAME OF SUBMITTER:	LAURA L. KONRATH

SIGNATURE:	/Laura L. Konrath/
DATE SIGNED:	10/28/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=SubordinatePatentSecAg#page1.tif source=SubordinatePatentSecAg#page2.tif source=SubordinatePatentSecAg#page3.tif source=SubordinatePatentSecAg#page4.tif source=SubordinatePatentSecAg#page5.tif source=SubordinatePatentSecAg#page6.tif	

EXECUTION

SUBORDINATE PATENT SECURITY AGREEMENT

THIS SUBORDINATE 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 and Bank of Montreal, doing business as BMO Capital Partners, in their respective capacities as Lenders (together, the "Lenders") under the Credit Agreement (as hereinafter defined). Debtor and Lenders 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, and the Lenders (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 Subordinate Security Agreement, dated as of the date hereof, among the Parties hereto (the "Security Agreement"), Debtor has granted to Lenders, 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 Lenders 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 Lenders, and the Lenders hereby accept 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 Lenders in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of each Lender 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 each Lender 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 Subordinate Patent Security Agreement.

4. In the event of any conflict between the terms and provisions of this Subordinate 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 Subordinate 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 Subordinate Patent Security Agreement may only be modified or amended by a further agreement in writing executed by all of the Parties hereto.

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


9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, each Lender acknowledges and agrees that the liens and security interests granted to the Lenders pursuant to this Subordinate Patent Security Agreement and the other Operative Documents and the exercise of any right or remedy by any Lender hereunder or thereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Subordinate Patent Security Agreement or any other Operative Document, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, this Subordinate Patent Security Agreement has been duly executed by the Parties' officers thereunto duly authorized as of the date first above written.

**TRI-TECH LABORATORIES, INC., AS
DEBTOR**



By: 
Name Jacques Foissy
Title Secretary

[Signature page to Subordinate Patent Security Agreement]

NATIONAL BANK OF CANADA, AS A
LENDER



Luc Bernier
Directeur - Director

By: 
Name Stéphanie Larivière
Title Directeur - Director

BANK OF MONTREAL, DOING BUSINESS AS
BMO CAPITAL PARTNERS, AS A
LENDER

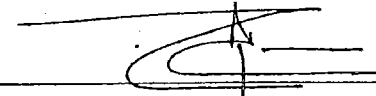
By: _____
Name _____
Title _____

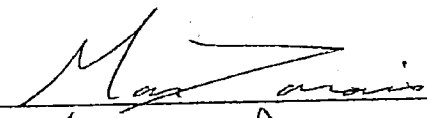
[Signature Page to Subordinate Patent Security Agreement]

NATIONAL BANK OF CANADA, AS A
LENDER

By: _____
Name _____
Title _____

BANK OF MONTREAL, DOING BUSINESS AS
BMO CAPITAL PARTNERS, AS A
LENDER

By:  _____
Name _____ Richard Lajeunesse
Title _____ Managing Director

By:  _____
Name _____ Maxime Dorais
Title _____ Director

[Signature Page to Subordinate Patent Security Agreement]

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

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