

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3097733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BBB INDUSTRIES, LLC, AS GRANTOR	11/03/2014
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	500 STANTON CHRISTIANA ROAD, FLOOR 3, OPS 2
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13558452
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	KEN TAN, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/06/2014
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as the grantor on the signature page hereto (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of November 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

(i) all Patents of the United States in or to which the Grantor now or hereafter has any right, title or interest therein, all registrations and recordings thereof, and all applications for Patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to exclude other Persons making, using and/or selling the inventions disclosed or claimed in such patents,

(ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto,

(iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the termination of the Security Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

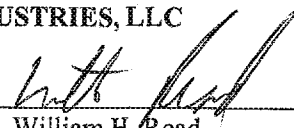
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

BBB INDUSTRIES, LLC

By: _____

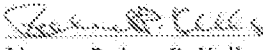

Name: William H. Read

Title: Chief Financial Officer

[BBB – Signature Page to First Lien Patent Security Agreement]

PATENT
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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Robert P. Kellas
Title: Executive Director

[BBB - Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 034179 FRAME: 0912

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Publication No.	Patent No.	Issue Date
Internal Magnetic Filter for Hydraulic Systems	13558452	07/26/2012	20140027364		