503087046 12/04/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3133651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
E.J. BROOKS COMPANY	11/21/2014

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1800 CENTURY PARK EAST, SUITE 1120
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5760703
Patent Number:	D592038
Patent Number:	D609076
Patent Number:	3625046
Application Number:	11849453
Application Number:	12838525

CORRESPONDENCE DATA

Fax Number: (415)773-5759

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.

4157735921 Phone: tgore@orrick.com Email: **ZACHARY S. FINLEY** Correspondent Name:

Address Line 1: THE ORRICK BUILDING, 405 HOWARD STREET

Address Line 2: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	1696.453
NAME OF SUBMITTER:	ZACHARY S. FINLEY
SIGNATURE:	/Zachary S. Finley/
DATE SIGNED:	12/04/2014

Total Attachments: 4

REEL: 034380 FRAME: 0804 503087046

PATENT



PATENT REEL: 034380 FRAME: 0805

GRANT OF SECURITY INTEREST

(PATENTS)

THIS GRANT OF SECURITY INTEREST, dated as of November 21, 2014, is executed by E.J. BROOKS COMPANY (as successor by merger to Brammall, Inc.), a New Jersey corporation (the "<u>Grantor</u>"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("<u>Wells Fargo</u>"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "<u>Collateral Agent</u>").

- A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., Brammall, Inc., Telesis Technologies, Inc., TB Acquisition Corp., E.J. Brooks Company, Ekstrom Industries, Inc., Meter Devices Company, Inc., E.J. Brooks (India), Inc. and Trans Guard Industries, Inc., as the Borrowers, the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.
- B. The Grantor owns the letters patent, and/or applications for letters patent, of the United States and certain foreign countries and jurisdictions, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof (collectively, the "Scheduled Patents").
- C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for itself and for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and delivery this Grant or Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all patentable inventions, patent rights, shop rights, letters patent of the United States, any foreign country or the European Union, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any Governmental Authority outside of the United States, all whether now owned or hereafter acquired by such Grantor, including the Scheduled Patents, and (ii) all reissues, reexamined patents, divisionals, continuations, continuations-in-part or extensions thereof and all licenses thereof, and all proceeds thereof,

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including any and all causes of action which may exist by reason of infringement thereof (the "<u>Collateral</u>"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association 1800 Century Park East, Suite 1120 Los Angeles, CA 90067 Attention: Luke Harbinson Tel. No. (310) 789-5029

E-mail: luke.harbinson@wellsfargo.com

This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

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PATENT REEL: 034380 FRAME: 0807 IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

E.J. BROOKS COMPANY (as successor by merger to Brammall, Inc.),

Title: Secretary

Signature Page to Grant of Security Interest (Patents) – E.J. Brooks Company

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

<u>PATENTS</u>

Patent Number	Title	Patent Date
5760703	REMOTE CONTROLLED	06/02/1998
	SECURITY SWITCH	
D592038	BOLT SEAL	05/12/2009
D609076	TAMPER EVIDENT SECURITY	02/02/2010
	SEAL	
3625046	APPARATUS AND METHOD	12/07/1971
	FOR STRAIGHTENING	
	DEFORMED ROLLS OF SHEET	
	STOCK	

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

Title	Appl. Date/Publ. Date	Appl. No./Publ. No.
TAMPER-EVIDENT	09/04/2007	11/849,453
SECURITY DEVICE	03/05/2009	20090058105
AND		
MANUFACTURING		
METHOD		
TAMPER EVIDENT	07/19/2010	12/838,525
SECURITY SEAL	01/20/2011	20110012377

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RECORDED: 12/04/2014

PATENT REEL: 034380 FRAME: 0809