

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3133686

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: 3	
Property Type	Number
Patent Number:	8547686
Patent Number:	5145403
Application Number:	12363176
CORRESPONDENCE DATA	
Fax Number:	(415)773-5759
<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:	4157735921
Email:	tgore@orrick.com
Correspondent Name:	ZACHARY S. FINLEY
Address Line 1:	THE ORRICK BUILDING, 405 HOWARD STREET
Address Line 2:	ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
NAME OF SUBMITTER:	ZACHARY S. FINLEY
SIGNATURE:	/Zachary S. Finley/
DATE SIGNED:	12/04/2014
Total Attachments: 4	
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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 Ekstrom Industries, Inc., as successor by merger to Meter Devices Company, Inc.), a New Jersey corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), 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 "Collateral Agent").

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,

including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), 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.

[Remainder of page intentionally left blank.]

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 Ekstrom Industries, Inc., as successor by merger to Meter Devices Company, Inc.),

By: John Spillane
Name: John Spillane
Title: Secretary

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

PATENT
REEL: 034380 FRAME: 0944

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Patent Number	Title	Patent Date
8547686	WATTHOUR METER SOCKET WITH SECURED ACCESS HIGH VOLTAGE SECTION	10/01/2013
5145403	SAFETY COVER FOR METER SOCKET	09/08/1992

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Appl. Date/Publ. Date</u>	<u>Appl. No./Publ. No.</u>
PRIMARY ENCLOSURE FOR ELECTRIC POWER METERS	01/30/2009 10/29/2009	12/363,176 20090267466