

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3143908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TEMPTIME CORPORATION	12/11/2014
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	8122844
Patent Number:	8067483
Application Number:	14167394
Application Number:	13968895
Application Number:	13893317
Application Number:	13945397
Application Number:	13827898
Application Number:	11468127
Application Number:	61733589
Application Number:	61839658
Application Number:	14502438
Application Number:	61911871
Application Number:	61925513
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:	humberto.aquino@kattenlaw.com
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1:	525 W. MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661

PATENT

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/Humberto Aquino/
DATE SIGNED:	12/11/2014
Total Attachments: 6 source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page1.tif source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page2.tif source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page3.tif source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page4.tif source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page5.tif source=Patent Security Agreement (Temptime) - Ares Capital Corporation (Executed)#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 11, 2014, is made by Temptime Corporation, a Delaware corporation (the "**Grantor**"), in favor of Ares Capital Corporation ("**ARCC**"), as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the "**Collateral Agent**") for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 11, 2014 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers, the Administrative Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ARCC, as Administrative Agent and Collateral Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of September 12, 2013 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents and all Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 4. Termination of Security Interest. On the Termination Date, the Patent Collateral shall be released from the Lien and security interest created by this Patent Security Agreement, and this Patent Security Agreement shall terminate, all without delivery of any instrument or performance of any act by any Person.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, subject to the limitations set forth in the Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

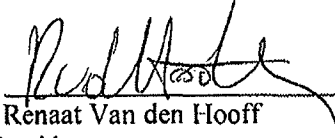
Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

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

TEMPTIME CORPORATION, as Grantor

By: 
Name: Renaat Van den Hooff
Title: President

Patent Security Agreement (Temptime)

PATENT
REEL: 034483 FRAME: 0147

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Collateral Agent

By: 

Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

Patent Security Agreement (Temptime)

PATENT
REEL: 034483 FRAME: 0148

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Owner	Reg. #	Reg. Date
FREEZE INDICATORS WITH A CONTROLLED TEMPERATURE RESPONSE	Temptime Corporation	8122844	02/28/12
ADJUVANT-MEDIATED REACTIVITY ENHANCEMENT OF POLYMERIZABLE DIACETYLENIC MATERIALS	Temptime Corporation	8067483	11/29/11

2. PATENT APPLICATIONS

Patent	Owner	App. #	App. Date
TIME-TEMPERATURE INDICATOR COMPRISING A SIDE CHAIN CRYSTALLINE POLYMER	Temptime Corporation	14167394	01/29/14
FREEZE INDICATOR EMPLOYING LIGHT SCATTERING AND METHOD OF MAKING SAME	Temptime Corporation	13968895	08/16/13
DUAL-FUNCTION HEAT INDICATOR AND METHOD OF MANUFACTURE	Temptime Corporation	13893317	05/13/13
CRYSTAKKUZED DIACETYLENIC INDICATOR COMPOUNDS AND METHOD OF PREPARING COMPOUNDS	Temptime Corporation	13945397	07/18/13
ROBUST, ULTRAVIOLET-PROTECTED AMBIENT CONDITION HISTORY INDICATOR AND METHOD OF MAKING SAME	Temptime Corporation	13827898	03/14/13

Patent	Owner	App. #	App. Date
QUALITY ASSURANCE SYSTEM AND METHODS OF USE	Temptime Corporation	11468127	08/29/06
HEAT-SENSITIVE FREEZE INDICATOR	Temptime Corporation	61733589	12/05/12
THREE-PHASE EMULSIONS USED IN A FREEZE INDICATOR EMPLOYING LIGHT SCATTERING	Temptime Corporation	61839658	06/26/13
TEMPERATURE CONDITION INDICATORS FOR PERISHABLE PRODUCT CONTAINER LIDS	Temptime Corporation	14502438	09/30/14
CONDITION CHANGE LABELS	Temptime Corporation	61911871	12/04/13
VIAL INCLUDING AN INDICATOR	Temptime Corporation	61925513	01/09/14

3. PATENT LICENSES

None.