

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3137261

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDMENT TO PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QFT HOLDINGS, INC.	12/08/2014
RECEIVING PARTY DATA		
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT	
Street Address:	201 MERRITT 7	
City:	NORWALK	
State/Country:	CONNECTICUT	
Postal Code:	06851	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13671196
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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:	3129932647	
Email:	zeynep.gieseke@lw.com	
Correspondent Name:	ZEYNEP GIESEKE	
Address Line 1:	330 N. WABASH STREET, SUITE 2800	
Address Line 2:	LATHAM & WATKINS LLP	
Address Line 4:	CHICAGO, ILLINOIS 60611	
ATTORNEY DOCKET NUMBER:	025646-0708	
NAME OF SUBMITTER:	ZEYNEP GIESEKE	
SIGNATURE:	/zg/	
DATE SIGNED:	12/08/2014	
Total Attachments: 5		
source=Amendment to Patent Security Agreement (QFT)#page1.tif		
source=Amendment to Patent Security Agreement (QFT)#page2.tif		
source=Amendment to Patent Security Agreement (QFT)#page3.tif		
source=Amendment to Patent Security Agreement (QFT)#page4.tif		
source=Amendment to Patent Security Agreement (QFT)#page5.tif		

AMENDMENT TO PATENT SECURITY AGREEMENT

THIS AMENDMENT TO PATENT SECURITY AGREEMENT ("Amendment"), dated as of December 8, 2014 is entered into by and between QFT HOLDINGS, INC. ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of October 24, 2013 (the "Guaranty and Security Agreement") by and among the Grantor, Agent and the other parties thereto, the parties hereto previously entered into that certain Patent Security Agreement dated as of October 24, 2013 (the "Existing Patent Security Agreement") which was filed with the United States Patent and Trademark Office on October 25, 2013 at Reel 031496, Frame 0062. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Guaranty and Security Agreement.

WHEREAS, Grantor desires to amend the Existing Patent Security Agreement to reflect the addition of certain Collateral listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Patent Security Agreement. "Schedule I to Patent Security Agreement" appended to the Existing Patent Security Agreement is hereby amended by adding the Collateral listed on Schedule I attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Patent Security Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Secured Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization,

receivership, moratorium or similar laws of general applicability relating to or limiting creditors' rights generally or by general equity principles.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Amendment, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

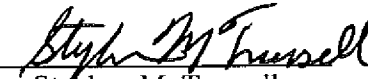
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

QFT HOLDINGS, INC.,
as Grantor

By: 
Name: Stephen M. Trussell
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Brent J. Chase
Name: Brent J. Chase
Title: Its Duly Authorized Signatory

Schedule I

Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
QFT HOLDINGS, INC.	HYBRID CARBURETOR AND FUEL INJECTION ASSEMBLY FOR AN INTERNAL COMBUSTION ENGINE	13/671196	11/07/2012