

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SST CONVEYOR COMPONENTS, INC.	12/22/2014
RECEIVING PARTY DATA	
Name:	ALLIANCE BUSINESS LENDING, LLC
Street Address:	1095 NIMITZVIEW DRIVE
Internal Address:	SUITE 400
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45230
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8727105
Patent Number:	5865290
Patent Number:	7028825
CORRESPONDENCE DATA	
Fax Number:	(202)533-9099
<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:	202-467-8800
Email:	jspiantanida@vorys.com
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS
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Address Line 4:	COLUMBUS, OHIO 43216-2255
ATTORNEY DOCKET NUMBER:	067478-22/1707
NAME OF SUBMITTER:	JULIE S. PIANTANIDA
SIGNATURE:	/julie piantanida/
DATE SIGNED:	01/15/2015
Total Attachments: 6	
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PATENT COLLATERAL RIDER

This PATENT COLLATERAL RIDER (this "Rider") is attached to and made a part of that certain Security Agreement dated as of December 22, 2014 (the "Effective Date") (as amended, restated, modified, supplemented, or replaced from time to time, and including, without limitation, as supplemented by each rider entered into by Borrower and Lender with respect thereto, collectively, the "Security Agreement"), by and between SST CONVEYOR COMPONENTS, INC., an organization registered as the Identified Form of Organization and existing under the Laws of the Borrower Jurisdiction ("Borrower"), and ALLIANCE BUSINESS LENDING, LLC, a Kentucky limited liability company ("Lender"), for the purpose of amending and supplementing the terms of the Security Agreement. For such purpose, in consideration of the mutual covenants and agreements set forth in the Security Agreement and the other Loan Documents, and for other good and valuable consideration, Borrower and Lender hereby agree as follows:

1. Capitalized Terms; Uncapitalized Terms; Definitions.

Unless the context dictates otherwise, as used in this Rider, the term "Loan Agreement" has the meaning given in the Security Agreement. In addition, (a) capitalized terms that are used, but not defined, in this Rider and that are defined directly or by reference in the Security Agreement, the Loan Agreement or in any of the other Loan Documents shall have in this Rider the meanings given to such terms in the Security Agreement, the Loan Agreement and such other Loan Documents as if fully rewritten herein; (b) all terms (capitalized or otherwise) that are (i) now or hereafter defined in the Ohio UCC and (ii) used, but not defined, in this Agreement or in any of the other Loan Documents, shall have, in each such instance, the meanings specified in the Ohio UCC, unless the context dictates otherwise, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision; and (c) as used herein and in the Security Agreement, the Loan Agreement and the other Loan Documents (whether underscored), the following capitalized terms shall have the meanings given to them below:

"Patent License" means a license agreement with any Person, whether Borrower is licensor or licensee under any such license agreement, including the Specified Patent Licenses disclosed in Section 2 below (as may be updated from time to time as provided in Section 5(b)), with respect to any patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications, and all rights thereto and thereunder.

"Patent License Rights" means, collectively, all rights, titles, and interest in, to and under a Patent License, whether as licensor or licensee.

"Patents" means, collectively, all patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications, and including all Specified Patents disclosed in Section 2 below (as may be updated from time to time as provided in Section 5(b)).

"Patent Collateral" means, collectively, all of Borrower's rights, titles and interests in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located:

- (a) all of Borrower's now owned or in the future owned or existing Patents;
- (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents;
- (d) all rights to sue for past, present and future infringements of any and all of the Patents;
- (e) all rights corresponding to each of the Patents throughout the world;
- (f) all Patent License Rights; and
- (g) all books, records, cash and non-cash proceeds of any and all of the foregoing.

2. Disclosures Relating to Patent Collateral. As used herein and in the other Loan Documents (whether underscored), the following capitalized terms shall include the disclosures set forth opposite such term below:

Capitalized Term	Disclosure
Specified Patents	See Schedule 2 attached hereto
Specified Patent Licenses	See Schedule 2 attached hereto
Patent Exceptions	See Schedule 2 attached hereto

3. Patent Collateral Provisions.

(a) As security for the full, prompt and complete payment and performance by Borrower of the Obligations, Borrower hereby grants to, and creates in favor of, Lender a continuing security interest in, and Lien on, all of the Patent Collateral.

(b) The Patent Collateral constitutes part of the Loan Collateral for all purposes of the Loan Documents. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Rider and made applicable to all of the Patent Collateral as if fully rewritten herein; (ii) the Patent Collateral will be "Collateral" for all purposes of the Security Agreement; and (iii) none of this Rider or the description of the Patent Collateral herein shall in any way impair, alter, modify, change, limit or in any way adversely affect (A) the description of the Collateral (as defined in the Security Agreement), (B) Lender's security interest in, and Lien on, the Collateral (as defined in the Security Agreement), or (C) Lender's rights and remedies under the Security Agreement or the other Loan Documents respecting the Collateral (as defined in the Security Agreement). For the avoidance of any doubt, this Rider is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Lender under the Security Agreement or any other Loan Documents, which security interests and other Liens Borrower, by this Rider, acknowledges, reaffirms and confirms to Lender. If there is any conflict, ambiguity, or inconsistency, in Lender's

judgment, between the terms of this Rider and any of the other Loan Documents, then the applicable terms and provisions, in Lender's judgment, providing Lender with greater rights, remedies, powers, privileges, or benefits will control.

4. Additional Representations and Warranties. In addition to, and without limiting any of, Borrower's representations and warranties to Lender set forth in the Security Agreement or any other Loan Document, to induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Borrower hereby represents and warrants to Lender that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Loan Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) The Specified Patents and Borrower's Patent License Rights in the Specified Patent Licenses set forth in Section 2 above (as may be updated from time to time as provided in Section 5(b)) are a complete and accurate list of all Patents and Patent License Rights owned by Borrower or in which Borrower has any rights;

(b) Except as otherwise set forth in Section 2 as a Patent Exception: (i) each Patent is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and (ii) to Borrower's knowledge, each Patent is enforceable, and each application for a Patent is valid and enforceable. There have been no prior uses of any item of the Patent Collateral, to Borrower's knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including, to Borrower's knowledge, prior unauthorized uses by third Persons;

(c) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Patent Collateral except as otherwise set forth in Section 2 as Specified Patent Licenses or Patent Exceptions or except as expressly permitted under Section 5(a);

(d) Borrower has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each Patent; and

(e) To Borrower's knowledge, the Patent License Rights are in full force and effect. Borrower is not in default under any of the Patent License Rights and, to Borrower's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Borrower under the Patent License Rights.

5. Additional Covenants. In addition to, and without limiting any of, Borrower's covenants and obligations set forth in the Security Agreement or any other Loan Document, Borrower covenants with, and represents and warrants to, Lender that, from and after the Closing Date, until the termination of the Security Agreement in accordance with its terms:

(a) Except for licenses attendant to products and services provided by Borrower in the ordinary course of business consistent with past custom and practice, Borrower shall not license, as licensor, any Patents included in the Patent Collateral without the prior written consent of Lender, which consent will not be unreasonably withheld by Lender so long as no Event of Default has occurred and is continuing (in which case Lender may withhold its consent in its sole discretion), and each such Patent License so granted shall be subject to the terms and conditions of this Rider and the Security Agreement;

(b) Should Borrower obtain an ownership interest in any Patent License Rights or Patents that are not now identified in Section 2: (i) Borrower will give prompt written notice to Lender of any such Patent License Rights or Patents which are necessary or reasonably material to the conduct of Borrower's business, (ii) the provisions of this Rider and the Security Agreement shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) such Patent License Rights and Patents shall automatically become part of the Patent Collateral. Upon any such notice by Borrower to Lender, Section 2 will be automatically deemed amended to include any such Patents and Patent License Rights which have been disclosed to Lender pursuant to, and in accordance with, this Section 5(b);

(c) To the extent that Borrower determines in its reasonable discretion that it is in Borrower's best interest to do so, Borrower will take all commercially reasonable steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court: (i) to maintain and pursue any patent application now or in the future included in the Patent Collateral and (ii) to maintain each patent now or in the future included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications; the filing of applications for reissue, renewal or extensions; the payment of maintenance fees, and the participation in reexamination, interference and infringement proceedings. To the extent necessary to the conduct of its business, Borrower agrees to take commercially reasonable corresponding steps with respect to each new Patent and Patent application to which Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not: (A) abandon any item of Patent Collateral, (B) abandon any right to file a patent application, or (C) abandon any pending patent application or Patent unless (1) the invention which is the subject of such patent application or Patent is not material in the conduct of Borrower's business or (2) it is the opinion of Borrower's counsel that a meaningful patent, reexamination certificate or reissue patent, as the case may be, will not issue on a patent application or Patent;

(d) Borrower will notify Lender promptly in writing (i) of any information which Borrower has received, or may expect to receive, which might in any way materially adversely affect the value of the Patent Collateral or the rights of Lender with respect thereto; and (ii) when Borrower has knowledge (A) that any of the Patent Collateral may become abandoned; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Patent Collateral; or (C) that Borrower is or could reasonably be expected to be in default of any of the Patent License Rights;

(e) Borrower will promptly notify Lender if Borrower has knowledge that any item of the Patent Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"). Borrower will, to the extent that Borrower determines in its discretion, exercised in a commercially reasonable manner, that it is in Borrower's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Patent Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Borrower; and

(f) Borrower will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of the Patents in its business.

6. Additional Lender Rights. In addition to, and without limiting any of, Lender's rights or remedies set forth in the Security Agreement or any other Loan Document, until the termination of the Security Agreement in accordance with its terms:

(a) Borrower hereby (i) makes, constitutes and appoints Lender its true and lawful attorney-in-fact for the following limited purposes: (A) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Patent Collateral, (B) to record the security interest in any and all Patent Collateral in favor of Lender with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (C) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (D) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Patent Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Patent Collateral in Lender's name (or the name of any nominee), and/or (3) otherwise to enforce the rights of Lender with respect to any of the Patent Collateral, and (ii) specifically authorizes Lender as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the termination of the Security Agreement in accordance with its terms; and

(b) Upon the occurrence and during the continuation of an Event of Default, then, in any such event, Lender may, without further notice to Borrower except as expressly provided in the Loan Agreement and the other Loan Documents, at Lender's option: (i) cause the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Patent Collateral in Lender's name or in the name of any nominee of Lender; (ii) require Borrower to assemble all or any part of the documents embodying the Patent Collateral as directed by Lender and make the documents available to Lender at a place to be designated by Lender; and/or (iii) license the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person, and otherwise exercising any and all rights and remedies of Lender under or in connection with the Patent Licenses or otherwise in respect of the Patent Collateral (and

Lender is also hereby granted a non-exclusive, royalty-free license to use the Patent Collateral in completing production of, advertising for sale, and selling any Collateral). In the event of any sale, assignment, or other disposition of any of the Patent Collateral following the occurrence and during the continuance of an Event of Default, Borrower will supply to Lender or its designee Borrower's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Patent Collateral subject to such disposition and (2) customer lists and other records relating to such Patent Collateral and to the distribution of such products and services.

7. General Provisions. This Rider, together with the Security Agreement, the Loan Agreement, and the other Loan Documents, sets forth the entire agreement of the parties with respect to the subject matter of this Rider and supersedes all previous understandings, written or oral, in respect of this Rider. Except as specifically amended and/or supplemented by this Rider, all terms of the Security Agreement and the other Loan Documents are ratified and confirmed and remain in full force and effect. In the event of a conflict between the terms of the Security Agreement and the terms of this Rider, the terms of this Rider shall control. The Security Agreement, as amended and supplemented by this Rider, will be construed as one agreement. All references in any of the Loan Documents to the Security Agreement will be deemed to be references to the Security Agreement as amended and supplemented by this Rider. The headings to the Sections of this Rider have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Rider may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Rider have fully executed and delivered this Rider to be effective as of the Effective Date.

SST CONVEYOR COMPONENTS, INC.

By:


Michael P. Carr, President

ALLIANCE BUSINESS LENDING, LLC

By:

Robert W. Tomlinson, Vice President

SIGNATURE PAGE TO
PATENT COLLATERAL RIDER

IN WITNESS WHEREOF, the parties to this Rider have fully executed and delivered this Rider to be effective as of the Effective Date.

SST CONVEYOR COMPONENTS, INC.

By: _____
Michael P. Carr, President

ALLIANCE BUSINESS LENDING, LLC

By: Robert W. Tomlinson
Robert W. Tomlinson, Vice President

SIGNATURE PAGE TO
PATENT COLLATERAL RIDER

SCHEDULE 2

Patents

Specified Patents

Title	App. No.	Filing Date	Patent No.	Issue Date
ROLLER INSERTS FOR CONVEYOR ROLLERS AND ROLLER ASSEMBLIES INCLUDING THE SAME	13/469,414	05-11-2012	8,727,105	05-20-2014
Conveyor Roller Insert			5,865,290	2-2-1999
Conveyor Roller Assembly, Conveyor Roller Insert and Axle for Conveyor Roller			7,028,825	4-18-2006

Specified Patent Licenses

None.

Patent Exceptions

None.

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