

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3228360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
FDH SERVICES, INC.			02/13/2015
RECEIVING PARTY DATA			
Name:	CERBERUS BUSINESS FINANCE, LLC, AS COLLATERAL AGENT		
Street Address:	875 THIRD AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7548192		
Patent Number:	8096195		
Patent Number:	8176800		
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP		
Address Line 1:	919 THIRD AVENUE		
Address Line 2:	22ND FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1527		
NAME OF SUBMITTER:	SCOTT KAREFF (014951-1527)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/17/2015		
Total Attachments: 4			
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2015, is made by FDH SERVICES, INC. (the "Grantor") in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated February 13, 2015 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Grantor in, to and under the letter patents, design patents and/or utility patents listed on the attached Schedule A, which patents are issued by or applied for in the United States Patent and Trademark Office, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey and grant to the Grantee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

FDH SERVICES, INC.

By: 

Name: Todd A. Coke

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Acknowledged by:

CERBERUS BUSINESS FINANCE, LLC,
a Delaware limited liability company

By: _____

Name: Kevin Genda

Title: Vice Chairman

[Signature Page to Patent Security Agreement]

PATENT
REEL: 035001 FRAME: 0776

SCHEDULE A TO PATENT SECURITY AGREEMENT

United States Patents and Patent Applications

<u>Company</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
FDH Services, Inc.	7,548,192 B1	2/7/08	6/16/09
FDH Services, Inc.	8,096,195 B2	1/4/11	1/17/12
FDH Services, Inc.	8,176,800 B2	8/17/09	5/15/12