

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3291655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIRE KING INTERNATIONAL, LLC	03/30/2015
RECEIVING PARTY DATA	
Name:	MEDLEY SBIC, LP, AS AGENT
Street Address:	375 PARK AVENUE
Internal Address:	33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6686003
Patent Number:	6841209
Patent Number:	7459190
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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:	310-284-4512
Email:	klathrop@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200
Address Line 2:	C/O KIMBERLEY A LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	51494.074
NAME OF SUBMITTER:	KIMBERLEY A LATHROP
SIGNATURE:	/Kimberley A Lathrop/
DATE SIGNED:	03/31/2015
Total Attachments: 6	
source=Patent Security Agreement (FK International)#page1.tif	
source=Patent Security Agreement (FK International)#page2.tif	

source=Patent Security Agreement (FK International)#page3.tif
source=Patent Security Agreement (FK International)#page4.tif
source=Patent Security Agreement (FK International)#page5.tif
source=Patent Security Agreement (FK International)#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2015 by **FIRE KING INTERNATIONAL, LLC** ("Grantor"), in favor of **MEDLEY SBIC, LP**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, **FKI SECURITY GROUP, LLC**, a Delaware limited liability company ("FKI"), **CORPORATE SAFE SPECIALISTS, LLC**, a Delaware limited liability company ("CSS"), **FIRE KING INTERNATIONAL, LLC**, an Indiana limited liability company ("FK International"), **FIRE KING SECURITY PRODUCTS, LLC**, an Indiana limited liability company ("FK Security"), **IMAGE VAULT, LLC**, an Indiana limited liability company ("Image Vault") and **FIRE KING COMMERCIAL SERVICES, LLC**, an Indiana limited liability company ("FK Commercial", and together with FKI, CSS, FK International, FK Security and Image Vault, the "Borrowers" and each a "Borrower") have entered into that certain Term Loan and Security Agreement with **FK ACQUISITION, INC.**, a Delaware corporation ("Holdings"), any Subsidiaries of Holdings which are now or which hereafter become a party thereto as guarantors, certain financial institutions party thereto from time to time as lenders (the "Lenders") and Agent dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, together with the goodwill of the business symbolized by Grantor's patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement; provided, that, Grantor shall not have granted a security interest in any Excluded Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (the "Intellectual Property Collateral"):

(i) each patent and patent application listed on Schedule 1 annexed hereto (such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

Notwithstanding anything to the contrary contained herein, the definition of “Intellectual Property Collateral” shall exclude any Excluded Assets, including, without limitation, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

3. Representations and Warranties. Grantor hereby represents and warrants that the Patents listed on Schedule 1 attached hereto constitute all patents registered with the United States Patent and Trademark Office and owned by Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


6. Conflicts. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to Agent hereunder shall be exercised by Agent, and no direction shall be given by Agent, in contravention of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of Agent shall be subject to the terms of the Intercreditor Agreement. Furthermore, at all times prior to the Discharge of Revolving Loan Debt (as defined in the Intercreditor Agreement), Agent is authorized by the parties hereto to effect transfers of such Intellectual Property Collateral at any time in its possession (and any “control” or similar agreements with respect to such Intellectual Property Collateral) to Revolving Agent.

7. Governing Law. This Agreement, and all matters related hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws of the State of New York.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

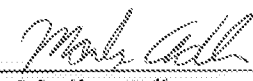
FIRE KING INTERNATIONAL, LLC

By: 
Name: Mark G. Essig
Title: Secretary

Agreed and Accepted
as of the Date First Written Above

MEDLEY SBIC, LP,
as Agent

By: Medley SBIC GP, LLC
Its: General Partner

By: 
Name: Marilyn Adler
Title: Partner

[Signature Page to Patent Security Agreement]

PATENT
REEL: 035304 FRAME: 0836

SCHEDULE 1

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
6686003	Fire King International LLC	High Performance Fire Protection Containers	Feb. 3 2004
6841209	Fire King International LLC	Fire Protection Containers Incorporated Novel Low Free-Water Insulation Materials	Jan. 11, 2005
7459190	Fire King International LLC	Containers Low Free-Water Insulation	Dec. 2 2008