

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3299725

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GROUND PROTECTION, LLC	03/20/2015
RECEIVING PARTY DATA		
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT	
Street Address:	30 SOUTH WACKER DR., STE 3700	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	5807021
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.digrande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	
Address Line 2:	55 E MONROE ST., SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	4975.320	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	04/07/2015	
Total Attachments: 4		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 20, 2015, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 20, 2014 by and among Grantor, Checkers Industrial Products, LLC, a Colorado limited liability company, Rimstar, LLC, a Colorado limited liability company, and Peterson Systems International, Inc., a Utah corporation, as Borrowers, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are parties to that certain Guarantee and Collateral Agreement dated as of November 20, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

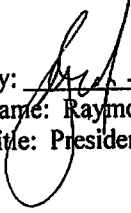
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its registered Patents and Patent Licenses set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

GROUND PROTECTION, LLC, a Delaware limited liability company

By:  _____
Name: Raymond Torres
Title: President, Chief Executive Officer, and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 

Name: Michael Nativi

Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Patent Title	Patent Number	Patent Application Number	Date Patent Issued	Filing Date
Ground Protection, LLC	GROUND COVER MAT MANUFACTURED FROM RECYCLED PLASTIC	5807021	08/564,590	9/15/98	11/29/95