

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3301086

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
STRIDE TOOL INC.		04/07/2015
RECEIVING PARTY DATA		
Name:	ALOSTAR BANK OF COMMERCE	
Street Address:	3630 PEACHTREE ROAD NE	
Internal Address:	SUITE 1050	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Patent Number:	7802496	
Patent Number:	6487889	
Patent Number:	6691403	
Patent Number:	7356915	
Patent Number:	6687991	
Patent Number:	6668574	
Patent Number:	6609405	
Patent Number:	6883360	
Patent Number:	7096707	
Patent Number:	7383716	
Patent Number:	D485152	
Patent Number:	D455631	
Patent Number:	D588435	
Patent Number:	6792837	
Patent Number:	6463780	
Patent Number:	6378403	
Patent Number:	6619158	
Patent Number:	6588039	
Patent Number:	5865075	

PATENT

Property Type	Number
Patent Number:	6145417
Patent Number:	D630487
Application Number:	14160006
Application Number:	61982527
Application Number:	61978462
Application Number:	29492795
Application Number:	29492797
Application Number:	13495341
Application Number:	14105962

CORRESPONDENCE DATA

Fax Number: (404)522-8409

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.

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: RHONDA J. KENYERI, PARALEGAL -- PHR&D

Address Line 1: 285 PEACHTREE CENTER AVENUE

Address Line 2: SUITE 1500

Address Line 4: ATLANTA, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5146-69
NAME OF SUBMITTER:	BOBBI ACCORD NOLAND
SIGNATURE:	/ban/
DATE SIGNED:	04/08/2015

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement") is made as of this 7th day of April, 2015, between **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama, having an office at 3630 Peachtree Road, NE, Suite 1050, Atlanta, GA 30326 (together with its successors and assigns, "Lender"), and **STRIDE TOOL INC.**, a Delaware corporation having its principal place of business at 30333 Emerald Valley Parkway, Glenwillow, Ohio 44139 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Company, each of its Subsidiaries from time to time party thereto and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (the "Patent Collateral"):

(a) the entire right, title and interest of Company in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and

(b) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. Company covenants with and warrants to Lender that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, but subject to a certain potential claim of patent infringement asserted by Stargate International with respect to the iManifold patent, as more fully described on Schedule 10 of that certain Information Certificate dated on or about the date hereof from Company to Lender;

(b) Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any Liens other than Permitted Liens;

(c) Company has the unqualified right to enter into this Agreement and perform its terms; and

(d) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and has made, and will continue to make all appropriate filings with the United States Patent and Trademark Office and any applicable foreign filing offices to maintain the Patents in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and any applicable foreign filing offices for each Patent to maintain it without loss of protection therefor.

4. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Patents with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

5. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and Company shall give to Lender prompt notice thereof in writing.

6. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future patents and patent applications.

7. Company hereby grants to Lender and its employees, upon prior notice to Company, the visitation, audit, and inspection rights with respect to Company and the Patent Collateral as set forth in the Loan Agreement.

8. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to Company, each of which Company hereby expressly waives, and without advertisement

(except as otherwise provided by applicable law), collect directly any payments due Company in respect of the Patent Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Patent Collateral, or any interest that Company may have therein. Company hereby agrees that ten (10) days notice to Company of any public or private sale or other disposition of any of the Patent Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Patent Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Patent Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

9. Company hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default with respect to Company shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the maintenance of or to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Patent Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Patent Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Patent Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Lender in its sole discretion, shall be reimbursed by Company to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Governing Rate.

11. Company shall use its commercially reasonable efforts to detect any infringers of the Patents and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any patent application for a Patent pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on unpatented but patentable inventions (subject to Company's reasonable discretion in the Ordinary Course of Business, or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Patent and to do any and all acts that are reasonably deemed

necessary or desirable by Lender to preserve and maintain all rights in patent applications for each Patent, unless in any such case Company has determined that such Patent is no longer material to the conduct of its business.. Any expenses incurred in connection with such an application or proceedings shall be borne by Company. Company shall not abandon any pending patent application or Patent, without the prior written consent of Lender, unless Company has determined that such patent application or Patent is no longer material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in Section 11 hereof, Lender shall have the right, at any time that an Event of Default exists, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement or defense and Company shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 12.

13. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents or Lender's interest therein pursuant to this Agreement.

14. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Patent Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

19. Company hereby waives notice of Lender's acceptance hereof.


20. **This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.**

21. **To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Patent Collateral.**

[Remainder of page intentionally left blank;
signatures appear on the following pages.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

ATTEST:


Geoff Kroeger, Controller

[CORPORATE SEAL]

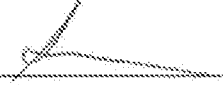
STRIDE TOOL INC.
("Company")

By: 
Name: G. William Northrup
Title: Chief Executive Officer, President
and Secretary

[Signatures continue on the following page.]

Accepted:

ALOSTAR BANK OF COMMERCE
("Lender")

By:  _____

Name: **Susan Hall**

Title: **Managing Director**

EXHIBIT A
Patents

Country	Patent/Publication #, unless noted	Title	Licensing Status
United States	7802496	Stripper for Round Sheathed Cable	OWNED
United States	6487889	Tube Bender	OWNED
Japan	4360913	Tube Bender	OWNED
United States	6691403	Stripper Tool for Sheathed Cable	OWNED
United States	7356915	Stripper Tool for Sheathed Cable	OWNED
United States	6687991	Stripper Tool for Sheathed Cable	OWNED
United States	6668574	Refrigeration Manifold	OWNED
United States	6609405	Tube Bender and Method of Using Same	OWNED
Mexico	249565	Tube Bender and Method of Using Same	OWNED
United States	6883360	Tube Bender and Method of Using Same	OWNED
United States	7096707	Tube Bender and Method of Using Same	OWNED
United States	7383716	Tube Bender and Method of Using Same	OWNED
United States	D485152	Pair of Tool Handles	OWNED
United States	D455631	Pair of Tool Handles	OWNED
United States	D588435	Tool Handle - AKA Tube Cutter Ratcheting Handle	OWNED
United States	6792837	Universal Retaining Ring Plier Tool	OWNED
United States	6463780	Tube Bender and Process	OWNED
United States	6378403	Universal Retaining Ring Plier	OWNED
United States	6619158	Plier Tool and Method	OWNED
United States	6588039	Plier Tool and Process	OWNED
United States	5865075	Convertible Plier Tool	OWNED
United States	6145417	Convertible Plier Tool	OWNED
United States	US-2012-0317728	Soft Lock Wire Twisting Pliers	OWNED

United States	D630487	Automotive Service Tool	OWNED
United States	US-2014-0165793-A1	Wire Twisting Pliers	OWNED
Patent Cooperation Treaty	WO 2014/093827	Wire Twisting Pliers	OWNED
United States	Appl'n. #: 14/160006	Smart HVAC Manifold System	OWNED
Patent Cooperation Treaty	PCT No: PCT/US2014/012324	Smart HVAC Manifold System	OWNED
United States	Appl'n. #: 61/982,527	One Stroke Stripper	LICENSED FROM OTHER PARTIES
United States	Appl'n. #: 61/978,462 - per MMS 28Aug2014, "Verification in field feature"	Smart HVAC Manifold System	OWNED
United States	Appl'n. #: 29/492,795	Smart HVAC Manifold	OWNED
United States	Appl'n. #: 29/492,797	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Australia	359398	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Canada	Application # pending, corresponds to U.S. Application No. 29/492,797	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
China	Appl'n. #: 201430496990.3	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
European Community Design	Appl'n. #: 001426407-0001	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Japan	Appl'n. #: 2014-27041	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Republic of Korea	Appl'n. #: 30-2014-0058845	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Mexico	Appl'n. #: MX/f/2014/003738	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Switzerland	141218	Graphical User Interface for a Display Screen or Portion Thereof	OWNED
Thailand	Appl'n. #: 1402003807	Graphical User Interface for a Display Screen or Portion Thereof	OWNED

Canada	2493241	Tube Bender and Method of Usign Same	OWNED
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