

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3306326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHECKERS INDUSTRIAL PRODUCTS, LLC	04/01/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT
<b>Street Address:</b>	30 SOUTH WACKER DR., STE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6499410
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	3128637267
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<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	4975.320
<b>NAME OF SUBMITTER:</b>	JACLYN DI GRANDE
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	04/10/2015
<b>Total Attachments: 4</b>	
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**FIRST AMENDMENT TO  
PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Patent Security Agreement dated as of November 20, 2014 (the "Patent Security Agreement") made by CHECKERS INDUSTRIAL PRODUCTS, LLC, a Colorado limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent") is dated as of April 1, 2015.

**RECITALS**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 20, 2014 by and among Grantor, Rimstar, LLC, a Colorado limited liability company, Peterson Systems International, Inc., a Utah corporation, and Ground Protection, LLC, a Delaware limited liability company, as Borrowers, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent 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 "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Patents" and "Patent Licenses", as such terms are defined in the Guarantee and Collateral Agreement (herein, the "Patents");

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, Grantor has acquired interests in additional Patents (the "New Patents"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Patent Security Agreement to confirm the inclusion of such New Patents.

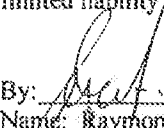
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Patent Security Agreement as follows:

SECTION 1. Schedules. Schedule I to the Patent Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Patents scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

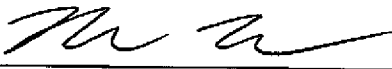
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

CHECKERS INDUSTRIAL PRODUCTS, LLC, a Colorado 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 A**

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

<b>Grantor</b>	<b>Patent Title</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Filing Date</b>
CHECKERS INDUSTRIAL PRODUCTS, LLC	Crossover/Protector with Warning Light	6499410	09/721,791	12/31/02	11/22/00