

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3374922

<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>
ECS REFINING, LLC	05/22/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	530 LYTTON AVENUE
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8668540
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)226-4028
<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>	213-488-7100
<b>Email:</b>	kevin.davis@pillsburylaw.com
<b>Correspondent Name:</b>	ROBERT V. SLATTERY JR.
<b>Address Line 1:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP
<b>Address Line 2:</b>	725 SOUTH FIGUEROA STREET, SUITE 2800
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-5406
<b>ATTORNEY DOCKET NUMBER:</b>	044089-0000034
<b>NAME OF SUBMITTER:</b>	ROBERT V. SLATTERY JR.
<b>SIGNATURE:</b>	/Robert V. Slattery Jr./
<b>DATE SIGNED:</b>	05/29/2015
<b>Total Attachments: 9</b>	
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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “**Agreement**”), dated as of May ~~22~~, 2015, is entered into by and between ECS REFINING, LLC, a Delaware limited liability company (“**Debtor**”), having an office at 705 Reed Street, Santa Clara, California 95050, and BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”), having an office at 530 Lytton Avenue, Palo Alto, California 94301, with reference to the facts set forth below.

### Recitals

A. Debtor is the owner of the entire right, title and interest in and to the patents and applications therefor described in Schedule A annexed hereto and made a part hereof.

B. Pursuant to (i) a Credit Agreement dated as of February 6, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among Debtor, the lenders referred to therein (the “**Lenders**”) and the Administrative Agent and (ii) a Security Agreement dated as of February 6, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) made by Debtor and the other grantors identified therein in favor of the Administrative Agent, the Lenders have entered into financing arrangements with Debtor. The Credit Agreement and the Security Agreement, together with this Agreement and all other related documents, agreements, instruments and notes, as the same may now exist or may hereafter be amended or otherwise modified, are referred to herein as the “**Loan Documents**.”

C. Debtor and the Administrative Agent desire to enter into this Agreement by which Debtor will secure the payment and performance of its obligations to the Secured Parties (as defined in the Credit Agreement) under the Credit Agreement and the other Loan Documents by granting the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral described below. Accordingly, the parties hereby agree as set forth below.

### 1. SECURITY INTEREST

Debtor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Debtor’s now existing or hereafter acquired right, title and interest in and to the following (the “**Collateral**”): (a) all patents, whether foreign or domestic, applications, registrations, and recordings for any such patents in the United States Patent and Trademark Office (the “**USPTO**”) or in any similar office or agency of the United States of America or any political subdivision thereof, or in any other countries, and all reissues, extensions and renewals thereof, including without limitation those patents, applications, registrations and recordings described in Schedule A attached hereto and made a part hereof (the “**Patents**”); and (b) any and all proceeds of any of the foregoing, including without limitation any claims by Debtor against third parties for infringement of any of the Patents.

2. OBLIGATIONS SECURED

The security interest granted to the Administrative Agent, for the benefit of the Secured Parties, by this Agreement secures the prompt and indefeasible payment and performance of the Obligations (as defined in the Credit Agreement) and is in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to its security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. PURPOSE

This Agreement has been executed and delivered by Debtor for the purpose of registering with the USPTO the grant of a security interest in the Collateral. The security interest granted hereby has been granted pursuant to Section 2 (Further Assurances) of the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to the Administrative Agent under the Security Agreement with respect to the Collateral. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Agreement and the other Loan Documents, the other Loan Documents shall prevail.

4. POWER OF ATTORNEY

Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to the Administrative Agent two (2) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto, for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Administrative Agent's exercise of the rights and remedies granted to the Administrative Agent hereunder and under the Security Agreement. The Administrative Agent agrees that it will not exercise the Power of Attorney unless an Event of Default under (and as defined in) the Credit Agreement occurs and is continuing.

5. MISCELLANEOUS

(a) No failure or delay by the Administrative Agent to require strict performance by Debtor of any of the terms, conditions, warranties and other provisions contained herein or in any other Loan Document shall affect the Administrative Agent's right to demand strict compliance therewith and performance thereof, and no waiver of any Event of Default shall waive or affect any other Event of Default, whether prior or subsequent thereto and whether of the same or of a different type. None of the terms, conditions, warranties or other provisions contained herein or in any other Loan Document shall be deemed to have been waived by any act or knowledge of the Administrative Agent, its agents, officers or employees but only by an instrument in writing, signed by an officer of the Administrative Agent and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made (i) if by hand, immediately upon delivery, (ii) if by facsimile, immediately upon sending, (iii) if by an overnight delivery service, one day after dispatch, and (iv) if mailed by first-class or certified mail, three (3) days after mailing. All notice, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: ECS Refining, LLC.  
705 Reed Street  
Santa Clara, CA 95050-3980  
Attention: James and Kenneth Taggart

If to Administrative: Bank of America, N.A.  
Agent: 800 5th Avenue  
WA1-501-17-09  
Seattle, WA 98104-3176  
Attention: Carol M. Clements

(c) In the event that any provision of this Agreement shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof may be modified, altered or limited except by a written instrument expressly referring to this Agreement and signed by the party to be charged thereby.

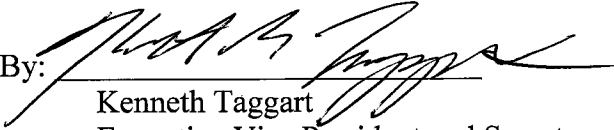
(e) The security interest granted hereunder to the Administrative Agent, for the benefit of the Secured Parties, shall terminate upon the termination of the Credit Agreement and the other Loan Documents and the indefeasible payment in full of all Obligations thereunder.

(f) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same original.

[Signature page follows.]

IN WITNESS WHEREOF, Debtor and the Administrative Agent have executed this Agreement as of the day and year first written above.

**ECS REFINING, LLC**

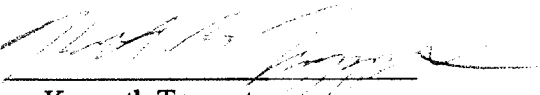
By:   
Kenneth Taggart  
Executive Vice President and Secretary

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

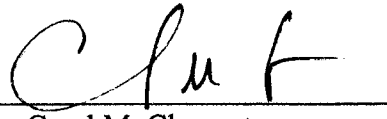
By: \_\_\_\_\_  
Carol M. Clements  
Senior Vice President

IN WITNESS WHEREOF, Debtor and the Administrative Agent have executed this Agreement as of the day and year first written above.

**ECS REFINING, LLC**

By:   
Kenneth Taggart  
Executive Vice President and Secretary

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Carol M. Clements  
Senior Vice President

## SCHEDULE A

PATENTS

Owner	Patent	Reg. No. / Serial No.	Reg. Date / File Date
ECS Refining, LLC	method and apparatus for separating the glass panel from a cathode ray tube	8,668,540	March 11, 2014



SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA            )  
   )  
 COUNTY OF SANTA CLARA        )       ss.:

KNOW ALL MEN BY THESE PRESENTS, that ECS REFINING, LLC, a Delaware limited liability company ("**Debtor**"), hereby appoints and constitutes BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**"), and each officer thereof, Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment or other papers that the Administrative Agent, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions and renewals thereof or for the purpose of recording, registering or filing, or accomplishing any other formality with respect to, the foregoing; and

2. Execution and delivery of any and all documents, statements, certificates or other papers that the Administrative Agent, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.


*May* This Power of Attorney is made pursuant to a Patent Security Agreement dated as of *PAT* April ~~22~~ 2015 (the "**Security Agreement**") by and between Debtor and the Administrative Agent and may not be revoked until indefeasible payment in full of all of Debtor's "Obligations," as such term is defined in the Security Agreement. The Administrative Agent agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement referred to in the Security Agreement).

[Signature page follows.]

*PAT*

May  
April 22, 2015

ECS REFINING, LLC

By:   
Name: Kenneth W. B. TABBART  
Title: Executive Vice President

Special Power of Attorney

PATENT  
REEL: 035747 FRAME: 0010

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

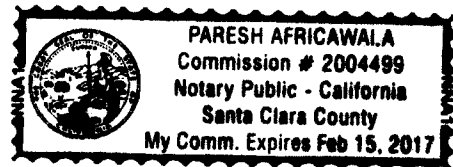
On May 22nd/2015 before me, Pareesh Africawala (here insert name and title of the officer), personally appeared Kenneth R. Taggart, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Pareesh Africawala (Seal)  
5/22/15



Types due - special power of attorney  
from ECS to Bank of America