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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3423077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BOWLES FLUIDICS CORPORATION	06/30/2015

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 SOUTH WACKER DRIVE		
Internal Address:	STE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14535557

CORRESPONDENCE DATA

Fax Number: (312)863-7865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: SHARON PATTERSON, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD., 55 E. MONROE ST.

Address Line 2: STE. 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.315	
NAME OF SUBMITTER:	SHARON PATTERSON	
SIGNATURE:	/sharon patterson/	
DATE SIGNED:	07/01/2015	

Total Attachments: 5

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PATENT REEL: 035989 FRAME: 0610

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 30, 2015 by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among BOWLES FLUIDICS CORPORATION, a Maryland corporation, DLH ACQUISITION SUB, INC., a Delaware corporation, 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, Grantor and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of even date herewith (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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property (as defined in the Collateral Agreement)), whether presently existing or hereafter created or acquired (collectively, the "<u>Patent Collateral</u>"):
 - (a) each of its Patents, including Patents and Patent applications, set forth on Schedule I hereto;
 - (b) the Patent Licenses set forth on <u>Schedule I</u> hereto;
 - (c) all reissues, continuations or extensions of the foregoing; and
 - (d) all proceeds of and revenues from the foregoing, including, without limitation, any proceeds of and revenues from 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. <u>COLLATERAL AGREEMENT</u>. 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

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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.

[signature pages follow]

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.

BOWLES FLUIDICS CORPORATION, a Maryland corporation

Name: Karen L. Tuleta

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,

as Agent

Name: Michael Nativi

Title: Director

SCHEDULE I to PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

PATENT	PATENT NUMBER	REGIS. DATE	OWNER INFORMATION
Irrigation nozzle assembly and method	14535557	11/7/14	Bowles Fluidics Corporation
	(Application No.)		_

Schedule I

PATENT REEL: 035989 FRAME: 0615

RECORDED: 07/01/2015