

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3569998

<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>
TRINITY DEBT CO, LLC	10/14/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SIERRA RESEARCH, INC.
<b>Street Address:</b>	1801 J STREET
<b>City:</b>	SACRAMENTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95814
<b>Name:</b>	SCHREIBER, YONLEY & ASSOCIATES, INC.
<b>Street Address:</b>	16252 WESTWOODS BUSINESS PARK DR.
<b>City:</b>	ELLISVILLE
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63021
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6601441
Patent Number:	7071002
Application Number:	07797709
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)862-2200
<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>	3128622000
<b>Email:</b>	rob.soneson@kirkland.com
<b>Correspondent Name:</b>	ROB SONESON
<b>Address Line 1:</b>	300 N LASALLE
<b>Address Line 2:</b>	KIRKLAND & ELLIS LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654
<b>ATTORNEY DOCKET NUMBER:</b>	18331-4-RFS
<b>NAME OF SUBMITTER:</b>	ROB SONESON

<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	10/14/2015
<b>Total Attachments: 6</b> source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page1.tif source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page2.tif source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page3.tif source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page4.tif source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page5.tif source=Trinity - Second Lien Patent Security Agreement [Executed]_(38099586_1)#page6.tif	

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN PATENT SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF OCTOBER 14, 2015, BY AND AMONG NXT CAPITAL, LLC IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND TRINITY DEBT CO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

## **SECOND LIEN PATENT SECURITY AGREEMENT**

This SECOND LIEN PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this October 14, 2015, by and among the Grantors listed on the signature pages hereof ("Grantors") and TRINITY DEBT CO, LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of October 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TACH Holdings, Inc., a Delaware corporation (the "Parent"), Trinity Consultants, Inc. a Delaware corporation (the "Company"), the Grantors, as a Guarantor, the other Guarantors from time to time party thereto (and together with the Parent, the Company and the Grantor, collectively, the "Loan Parties"), the Agent and the Lenders from time to time party thereto (the "Lenders"), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of October 14, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Creditors, 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to exclusive Intellectual Property Licenses with respect to Patents to which it is a party including those Patents referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Patent Security Agreement, the Patent Collateral shall exclude any United States intent-to-use patent applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use patent applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use patent application shall be considered Patent Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new patents or renewal or extension of any patent registration. Without limiting any Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered patents or patent applications of any Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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.


GRANTOR:

SIERRA RESEARCH, INC.,  
a California corporation

By:   
Name: David Larsen  
Title: Chief Financial Officer and Secretary

GRANTOR:

SCHREIBER, YONLEY & ASSOCIATES, INC.,  
a Missouri corporation

By:   
Name: David Larsen  
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TRINITY DEBT CO, LLC

By: \_\_\_\_\_

Name: David Wolmer

Title: President

Patent Security Agreement

**PATENT**  
**REEL: 036794 FRAME: 0642**

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

Patents

Patents registered to Sierra Research, Inc.

1. Device and method for verifying the operation of a chassis dynamometer (U.S. Reg. No. 6601441, Reg. Date 8/5/2006).
2. Method and system for vehicle emission testing: measuring pollution concentration; extraction emission sampling; determination fuel consumption; measuring pollution concentration per time period (U.S. Reg. No. 7071002, Reg. Date 7/4/2006)

Patents and patent applications of Schreiber, Yonley & Associates, Inc.

1. System, Apparatus and Method of Disposing of Solid Waste (U.S. Patent Application Serial No. 07/797,709; App. Date 11/25/1991).