

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3627228

<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>
	DYNOJET RESEARCH, INC.	11/20/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BMO HARRIS BANK, N.A., AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	111 W. MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	5707560	
<b>Patent Number:</b>	5859369	
<b>Patent Number:</b>	6681752	
<b>Patent Number:</b>	6745620	
<b>Patent Number:</b>	7558663	
<b>Patent Number:</b>	D379599	
<b>Patent Number:</b>	8302468	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)558-5600	
<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>	312 558-3562	
<b>Email:</b>	mfoy@winston.com	
<b>Correspondent Name:</b>	MICHELLE FOY, WINSTON & STRAWN LLP	
<b>Address Line 1:</b>	35 WEST WACKER DRIVE	
<b>Address Line 2:</b>	SUITE 4200	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601-9703	
<b>ATTORNEY DOCKET NUMBER:</b>	DYNOJET RESEARCH/BMO	
<b>NAME OF SUBMITTER:</b>	MICHELLE C. FOY	
<b>SIGNATURE:</b>	/Michelle C. Foy/	
<b>DATE SIGNED:</b>	11/22/2015	

PATENT

**Total Attachments: 5**

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## **PATENT SECURITY AGREEMENT**

### **(PATENTS AND PATENT APPLICATIONS)**

WHEREAS, Dynojet Research, Inc., a Delaware Corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of November 20, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Dynojet Research, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, Super Holdings solely with respect to Sections 3.22 and 5.9(b) of the Credit Agreement, the Lenders and L/C Issuers party thereto and BMO Harris Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of November 20, 2015 (as amended, amended and restated, supplemented and/or modified from time to time, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, the other grantors party thereto and BMO Harris Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto, together with any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions therewith; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto.

Notwithstanding the foregoing, the Patent Collateral shall not include any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Patent Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20 day of November, 2015.

**DYNOJET RESEARCH, INC.**

By: 

Name: Robert Vlcek

Title: President, CEO and Secretary

**ACKNOWLEDGED:**

**BMO HARRIS BANK N.A.,  
as Agent**

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

Name:

Title:

[Signature Page to Patent Security Agreement]

**PATENT  
REEL: 037110 FRAME: 0923**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20 day of November, 2015.

**DYNOJET RESEARCH, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED:**

**BMO HARRIS BANK N.A.,**  
as Agent

By: John Buehler  
Name: John Buehler  
Title: Vice President

**SCHEDULE 1**  
**to**  
**Patent Security Agreement**

<b>Owner</b>	<b>Patent Name</b>	<b>Application Number</b>	<b>Patent No.</b>	<b>Status</b>
Dynojet Research, Inc.	CONSTANT VELOCITY CARBURETOR WITH VARIABLE VENTURI SLIDE HAVING BLEED HOLES AT AN OBLIQUE ANGLE AND METHOD OF OPERATION	08/695,555	5,707,560	Expired
Dynojet Research, Inc.	SNOWMOBILE DYNAMOMETER	08/920,784	5,859,369	Granted
Dynojet Research, Inc.	FUEL INJECTION SYSTEM METHOD AND APPARATUS USING OXYGEN SENSOR SIGNAL CONDITIONING TO MODIFY AIR/FUEL RATIO	10/212,475	6,681,752	Granted
Dynojet Research, Inc.	AUTOMATIC TUNING OF FUEL INJECTED ENGINES	10/078,288	6,745,620	Granted
Dynojet Research, Inc.	FUEL INJECTION CONTROL SYSTEM WITH EXEMPT AREA OF FUEL MAP	11/866,574	7,558,663	Granted
Dynojet Research, Inc.	MOBILE DYNAMOMETER	29/044,190	D379,599	Expired
Dynojet Research, Inc.	ADJUSTABLE BELT DYNAMOMETER	12/576,620	8,302,468	Granted