

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3660175

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BELDON TECHNOLOGIES, INC.	04/15/2015
RECEIVING PARTY DATA	
Name:	FROST BANK
Street Address:	100 W. HOUSTON STREET
Internal Address:	LOAN DOCUMENTATION DEPT./OF-3, REF. NO. 4936662-9001
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78205
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14660507
Application Number:	29485721
Application Number:	14209819
PCT Number:	US1426505
PCT Number:	US1521022
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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>	
Phone:	202-370-4750
Email:	ipteam@nationalcorp.com
Correspondent Name:	DWAYNE C. HOUSTON
Address Line 1:	1025 VERMONT AVENUE NW, SUITE 1130
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F160153
NAME OF SUBMITTER:	JOHN D. WITTENBERG, JR.
SIGNATURE:	/John D. Wittenberg, Jr./
DATE SIGNED:	12/16/2015

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated as of April 15, 2015, is made by and between BELDON TECHNOLOGIES, INC. ("Debtor"), and FROST BANK ("Secured Party").

RECITALS

Pursuant to the Business Loan Agreement dated as of even date herewith (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), between Debtor and Secured Party, Secured Party has agreed to extend a revolving line of credit to Debtor (as more fully described in the Credit Agreement);

In connection with the Credit Agreement, Debtor and Secured Party have executed and delivered the Security Agreement dated as of even date herewith (such agreement, together with all amendments and restatements thereto, the "Security Agreement");

Pursuant to the Credit Agreement and the Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Indebtedness; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to extend credit to Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including the Recitals given above, have the meanings provided (or incorporated by reference) in the Credit Agreement and/or the Security Agreement (as applicable); further, the following terms shall have the meanings herein indicated:

(a) "Patent License" means all right, title, and interest of Debtor in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

(b) "Patents" means all right, title, and interest of Debtor in and to (a) all letters patent of any governmental authority, all registrations and recordings thereof, and all applications for letters patent of any governmental authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including but without limitation the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grants to Secured Party a security interest in, and does hereby collaterally assign to Secured Party, all of its right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Patent Collateral"):

- (a) all Patents, including all Patents referred to in Schedule I attached hereto;
- (b) all Patent Licenses, including all Patent Licenses referred to in Schedule I attached hereto;
- (c) all embodiments or fixations of the immediately foregoing (a) and (b) and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (d) all proceeds and products of the foregoing including, but without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

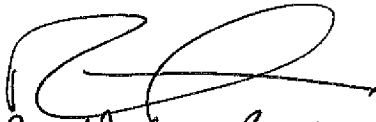
SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and, unless otherwise expressly stated herein, shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BELDON TECHNOLOGIES, INC.,
a Texas corporation

By: 
Name: Bradford D. Belden
Title: VP President

FROST BANK,
a Texas state bank

By: 
Name: DON JOHNSON
Title: VICE PRESIDENT

Schedule I	Patent Applications
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Registered Owner	Title of Invention	Application No.	Filing Date	Country
Beldon Technologies, Inc.	Roof Monitoring Method and System	PCT/US14/26505	3/13/2014	PCT
Beldon Technologies, Inc.	Roof Monitoring Method and System	14/660,507	3/17/2015	USA
Beldon Technologies, Inc.	Roof Monitoring Method and System	PCT/US15/21022	3/17/2015	PCT
Beldon Technologies, Inc.	Roof Monitoring Device	29/485,721	3/21/2014	USA
Beldon Technologies, Inc.	Roof Monitoring Method and System	14/209,819	3/13/2014	USA