

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3703220

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROYAL PACIFIC LIMITED	01/20/2016
RECEIVING PARTY DATA		
Name:	FIRST AMERICAN BANK, AS THE BANK	
Street Address:	1650 LOUIS AVENUE	
City:	ELK GROVE VILLAGE	
State/Country:	ILLINOIS	
Postal Code:	60007	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8047681	
Application Number:	12358245	
CORRESPONDENCE DATA		
Fax Number:		
<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:	312.577.8574	
Email:	humberto.aquino@kattenlaw.com	
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN	
Address Line 1:	525 WEST MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	211422-00021	
NAME OF SUBMITTER:	HUMBERTO AQUINO	
SIGNATURE:	/HUMBERTO AQUINO/	
DATE SIGNED:	01/20/2016	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 20, 2016, is made by ROYAL PACIFIC LIMITED, a New Mexico corporation (the "Grantor"), in favor of FIRST AMERICAN BANK, an Illinois banking corporation (the "Bank").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, Royal Pacific Acquisition LLC, a Delaware limited liability company (together with the Grantor, the "Borrower"), Royal Pacific Holdings, LLC, a Delaware limited liability company and the Bank, the Bank has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition to the Bank's entering into the Loan Agreement and making such extensions of credit to the Borrower, the Bank requires that the Grantor enter into this Patent Security Agreement in order to secure the obligations and performance of the Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement and make the extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

1. all of its Patents (as defined below) and all IP Licenses (as defined below) providing for the grant by or to the Grantor of any right under any Patents, including, without limitation, those referred to on Schedule 1 hereto;
2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
3. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For purposes of this Agreement, the term (a) "Patents" shall mean all rights, title and interests (and all related IP Ancillary Rights) arising under any requirement of law in or relating to letters patent and applications therefor, (b) "IP Ancillary Rights" shall mean, with respect to any Patent, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Patent and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patent, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right and (c) "IP Licenses" shall mean all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Patents.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

ROYAL PACIFIC LIMITED, a New Mexico
corporation, as the Grantor

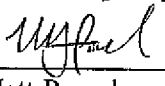
By: 

Name: David Schlossberg

Title: Chief Financial Officer and Vice President

ACCEPTED AND AGREED
as of the date first above written:

FIRST AMERICAN BANK,
an Illinois banking corporation, as the Bank

By: 
Name: Matt Paasch
Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

Description	Application No.	Application Date	Registration No.	Registration Date
Flexible Light Emitting Array	12382878	3/26/09	8047681	11/1/11

PATENT APPLICATIONS

Description	Application No.	Application Date	Registration No.	Registration Date
Light Emitting Device	12358245	1/23/09	N/A	N/A