

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3706066

<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>
ROYAL PACIFIC LIMITED	01/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDWEST MEZZANINE FUND V, L.P., AS THE AGENT
<b>Street Address:</b>	55 WEST MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8047681
<b>Application Number:</b>	12358245
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	312.577.8574
<b>Email:</b>	humberto.aquino@kattenlaw.com
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	211422-00021
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	01/21/2016
<b>Total Attachments: 6</b>	
source=Midwest - Royal Pacific - Patent Security Agreement#page1.tif	
source=Midwest - Royal Pacific - Patent Security Agreement#page2.tif	
source=Midwest - Royal Pacific - Patent Security Agreement#page3.tif	
source=Midwest - Royal Pacific - Patent Security Agreement#page4.tif	
source=Midwest - Royal Pacific - Patent Security Agreement#page5.tif	



This instrument and the liens and security interests securing this instrument are subject to the terms of a Subordination and Intercreditor agreement dated as of January 20, 2016, between Royal Pacific Holdings, LLC, a Delaware limited liability company; Royal Pacific Acquisitions, LLC, a Delaware limited liability company; Royal Pacific Limited, a New Mexico corporation; First American Bank, an Illinois banking corporation; and Midwest Mezzanine Fund V SBIC, L.P., a Delaware limited partnership, Midwest Mezzanine Fund V, L.P., a Delaware limited partnership, and the other "Subordinated Creditors" party thereto (the "Subordination Agreement").

## 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 MIDWEST MEZZANINE FUND V, L.P., a Delaware limited partnership (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Note Purchase 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 "Note Purchase"), 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 Agent, the Agent 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 Agent's entering into the Note Purchase and making such extensions of credit to the Borrower, the Agent requires that the Grantor enter into this Patent Security Agreement in order to secure the obligations and performance of the Borrower under the Note Purchase.

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Note Purchase and make the extensions of credit to the Borrower hereunder, the Grantor hereby agrees with the Agent as follows:

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

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 Agent, and grants to the Agent 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. Note Purchase. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Note Purchase and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase, 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.

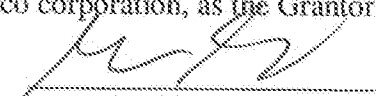
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

MIDWEST MEZZANINE FUND V, L.P.,  
a Delaware limited partnership,  
as the Agent

By: \_\_\_\_\_  
Name: David Gezon  
Title: Managing Director

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:

MIDWEST MEZZANINE FUND V, L.P.,  
a Delaware limited partnership,  
as the Agent

By: David Gezon  
Name: David Gezon  
Title: Managing Director

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