

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3760999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FARIA BEEDE INSTRUMENTS, INC.	01/29/2016
RECEIVING PARTY DATA	
Name:	ENHANCED CAPITAL CONNECTICUT FUND I, LLC
Street Address:	300 MAIN STREET
Internal Address:	6TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
Name:	ENHANCED CAPITAL CONNECTICUT FUND IV, LLC
Street Address:	300 MAIN STREET
Internal Address:	6TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	4059799
Patent Number:	4335351
Patent Number:	6938859
Patent Number:	8291763
Patent Number:	5410913
Application Number:	14177906
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816-842-8600
Email:	lora.gurley@stinson.com
Correspondent Name:	PATENT GROUP, STINSON LEONARD STREET LLP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
PATENT	

Address Line 4: KANSAS CITY, MISSOURI 64106-2150	
ATTORNEY DOCKET NUMBER:	2070834-0032
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/LORAGURLEY/
DATE SIGNED:	02/29/2016
Total Attachments: 8 source=Faria Beede Patent Security Agreement#page1.tif source=Faria Beede Patent Security Agreement#page2.tif source=Faria Beede Patent Security Agreement#page3.tif source=Faria Beede Patent Security Agreement#page4.tif source=Faria Beede Patent Security Agreement#page5.tif source=Faria Beede Patent Security Agreement#page6.tif source=Faria Beede Patent Security Agreement#page7.tif source=Faria Beede Patent Security Agreement#page8.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**") made this 29th day of January, 2016, by and among **FARIA BEEDE INSTRUMENTS, INC.**, a Connecticut corporation (the "**Debtor**"), on the one hand, and **ENHANCED CAPITAL CONNECTICUT FUND I, LLC**, a Connecticut limited liability company, and **ENHANCED CAPITAL CONNECTICUT FUND IV, LLC**, a Connecticut limited liability company (collectively, the "**Lender**"), on the other, in connection with that certain Loan and Security Agreement dated as of the date hereof by and between the Debtor and the Lender (as amended and in effect from time to time, the "**Loan Agreement**").

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Commercial Tort Claims**" shall have the meaning provided in the UCC, except that so long as no Default or Event of Default exists, it shall refer only to such claims in an amount in excess of \$25,000 that have been asserted in judicial proceedings.

"**PTO**" means the United States Patent and Trademark Office or its counterpart in any foreign jurisdiction.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to Lender a security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications, and all reissues, extensions and renewals thereof;

(ii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to the Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the Loan Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. and foreign patent registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any such necessary or reasonably requested documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed reasonably appropriate by Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall immediately notify Lender in a writing signed by Debtor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new patents, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new patents or renewal or extension of any patent registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Lender unilaterally to modify this Agreement by amending **Schedule A** to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and

supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted), the security interests created by this Agreement shall terminate and Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS. WHEREOF, the parties hereto have duly executed this Patent Security Agreement, as of the date first above written,

DEBTOR:

FARIA BEEDE INSTRUMENTS, INC.

By: David H. Hickey
Name: David H. Hickey
Title: CEO

LENDER:

**ENHANCED CAPITAL CONNECTICUT
FUND I, LLC**

By: _____
Name: Elizabeth H. Karter
Title: Managing Director

**ENHANCED CAPITAL CONNECTICUT
FUND IV, LLC**

By: _____
Name: Elizabeth H. Karter
Title: Managing Director

IN WITNESS. WHEREOF, the parties hereto have duly executed this Patent Security Agreement, as of the date first above written,

DEBTOR:

FARIA BEEDE INSTRUMENTS, INC.

By: _____
Name: _____
Title: _____

LENDER:

**ENHANCED CAPITAL CONNECTICUT
FUND I, LLC**

By: EHKarter
Name: Elizabeth H. Karter
Title: Managing Director

**ENHANCED CAPITAL CONNECTICUT
FUND IV, LLC**

By: EHKarter
Name: Elizabeth H. Karter
Title: Managing Director

SCHEDULE A
to
Patent Security Agreement

ISSUED PATENTS

Title	US Patent No.	Issue Date
TACHOMETER APPARATUS	4,059,799	November 22, 1977
MOVING MAGNET ELECTRICAL METER WITH SINGLE PIVOT PIN FOR THE MOVING MAGNET AND A FIXED RETURN MAGNET	4,335,351	June 15, 1982
PUSH-ON AND TWIST GAUGE MOUNTING BRACKET	6,938,859	September 6, 2005
PUSH-IN-SNAP MOUNTING BRACKET FOR GAUGE	8,291,763	October 23, 2012
REMOTE INDICATING LIQUID LEVEL SENSOR	5,410,913	May 2, 1995

PENDING APPLICATIONS

Title	US Patent No.	Issue Date
GLOBAL POSITIONING SYSTEM SPEEDOMETER	14/177,906	02-11-2014