# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3779520

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
E.J. BROOKS COMPANY	03/11/2016
TELESIS TECHNOLOGIES, INC.	03/11/2016

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	555 CALIFORNIA STREET, 4TH FLOOR		
Internal Address:	MAIL CODE: CA4-705-04-09		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		

#### **PROPERTY NUMBERS Total: 78**

Property Type	Number
Patent Number:	9244098
Patent Number:	9146258
Patent Number:	8149119
Patent Number:	8149114
Patent Number:	8002578
Patent Number:	D642536
Patent Number:	7721407
Patent Number:	D609076
Patent Number:	7650767
Patent Number:	7616116
Patent Number:	D592038
Patent Number:	7458846
Patent Number:	D578861
Patent Number:	D571637
Patent Number:	D568716
Patent Number:	D592984
Patent Number:	D563765
Patent Number:	D553575

PATENT REEL: 038065 FRAME: 0892

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Property Type	Number
Patent Number:	D549073
Patent Number:	D548041
Patent Number:	7239238
Patent Number:	7232335
Patent Number:	D525110
Patent Number:	D521356
Patent Number:	D514425
Patent Number:	6981725
Patent Number:	6966584
Patent Number:	6948746
Patent Number:	6846199
Patent Number:	6752652
Patent Number:	6739886
Patent Number:	6663422
Patent Number:	6663405
Patent Number:	6578886
Patent Number:	6549388
Patent Number:	6540273
Patent Number:	6520798
Patent Number:	6494508
Patent Number:	6478589
Patent Number:	6449808
Patent Number:	D462600
Patent Number:	6409537
Patent Number:	6407666
Patent Number:	6390519
Patent Number:	D455945
Patent Number:	D455636
Patent Number:	D455330
Patent Number:	D454773
Patent Number:	6345847
Patent Number:	6325666
Patent Number:	6265973
Patent Number:	6152764
Patent Number:	6059605
Patent Number:	6000736
Patent Number:	5853300
Patent Number:	5851038

Property Type	Number
Patent Number:	5820176
Patent Number:	5762522
Patent Number:	5749610
Patent Number:	5704804
Patent Number:	8991879
Patent Number:	8547686
Patent Number:	8042293
Patent Number:	D643069
Patent Number:	7479029
Patent Number:	D484782
Patent Number:	8854406
Patent Number:	8502850
Patent Number:	8280099
Patent Number:	D647929
Patent Number:	7676061
Patent Number:	5924039
Patent Number:	5917822
Application Number:	13840111
Application Number:	13839071
Application Number:	13110313
Application Number:	14672387
Application Number:	13755017

#### **CORRESPONDENCE DATA**

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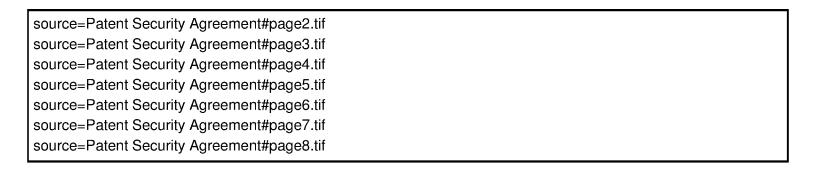
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ATTORNEY DOCKET NUMBER:	327000-27405
NAME OF SUBMITTER:	JOHN E. SLAUGHTER
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	03/11/2016

**Total Attachments: 8** 

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 11, 2016 ("Patent Security Agreement"), by E.J. BROOKS COMPANY, a New Jersey corporation and TELESIS TECHNOLOGIES, INC., an Ohio corporation (individually, an "Obligor"), and, collectively, the "Obligors"), is in favor of BANK OF AMERICA, N.A, a United States national association located at 555 California Street, 4th Floor, CA4-705-04-09, San Francisco, CA 94104, attention: Aamir Saleem, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

#### WITNESSETH:

WHEREAS, the Obligors are party to a Security and Pledge Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Obligors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor and the Administrative Agent hereby agree as follows:

- SECTION 1. <u>Defined Terms.</u> Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "<u>Patents</u>" shall mean (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.
- SECTION 2. Grant of Security Interest in Patent Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Patent Collateral"):
- (a) all Patents of such Obligor, including, without limitation, the registered and applied-for Patents of such Obligor listed on <u>Schedule I</u> attached hereto; and
- (b) to the extent not covered by clause (a), all Accessions and all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The continuing security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the continuing security interest granted to the Administrative Agent pursuant to the Security Agreement and Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the continuing security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

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SECTION 4. <u>Termination</u>. This Agreement shall remain in full force and effect until the Facility Termination Date, at which time this Agreement shall be automatically terminated and (i) all rights to the Collateral shall revert to the applicable Obligors, all without delivery of any instrument or performance of or by any Person and the Collateral shall be automatically released from the Liens and Security Agreements created by this Agreement, and (ii) the Administrative Agent shall, upon the request and at the expense of the Obligors, execute and/or deliver all releases of intellectual property security interests and/or other documents reasonably requested by the Obligors evidencing such termination and release.

SECTION 5. <u>GOVERNING LAW.</u> THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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IN WITNESS WHEREOF, each Obligor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

E.J. BROOKS COMPANY

TELESIS TECHNOLOGIES, INC.

By:

Name: Bruce fleinemann

Title: Treasurer

TYDEN GROUP HOLDINGS CORP. PATENT SECURITY AGREEMENT

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

By:

Name: Title:

Aamir Saleem Vice President

TYDEN GROUP HOLDINGS CORP. PATENT SECURITY AGREEMENT

# SCHEDULE I to PATENT SECURITY AGREEMENT

# PATENTS AND PATENT APPLICATIONS

E.J. Brooks Company (New Jersey Corporation)

#### U.S. Patents

# **Issued Patents**

Title	Patent No.	Issue Date
BANANA JACK ADAPTER FOR TEST SWITCH	9244098	01/26/16
END CAP FOR TEST SWITCH IN WATT HOUR METER	9146258	09/29/15
HOUSING		
UTILITY METER TAMPER MONITORING SYSTEM	8149119	04/03/12
AND METHOD		
UTILITY METER TAMPER MONITORING SYSTEM	8149114	04/03/12
AND METHOD		
WATTHOUR METER SOCKET LOCK ADAPTER	8002578	08/23/11
ELECTRICAL SERVICE SOCKET ADAPTER HOUSING	D642536	08/02/11
METHOD OF MANUFACTURING A SECURITY DEVICE	7721407	05/25/10
TAMPER EVIDENT SECURITY SEAL	D609076	02/02/10
LOCK RING FOR A WATTHOUR METER APPLICATION	7650767	01/26/10
ELECTRONIC TAMPER EVIDENT SEAL	7616116	11/10/09
BOLT SEAL	D592038	05/12/09
ELECTRICAL POWER SERVICE APPARATUS WITH	7458846	12/02/08
EXTERNAL CIRCUIT BREAKER ROCKER SWITCH		
RESET		
CABLE LOCK DEVICE	D578861	10/21/08
CABLE LOCK DEVICE	D571637	06/24/08
BOLT SEAL	D568716	05/13/08
TAMPER-EVIDENT SECURING DEVICE	D592984	05/13/08
BOLT SEAL	D563765	03/01/08
CABLE SEAL BODY	D553575	10/23/07
LOCKING DEVICE	D549073	08/21/07
BOLT SEAL	D548041	08/07/07
ELECTRONIC SECURITY SEAL	7239238	07/03/07
K-SERIES WATTHOUR METER SOCKET ADAPTER	7232335	06/19/07
CABLE LOCKING DEVICE	D525110	07/18/06
CABLE LOCKING DEVICE	D521356	05/23/06
LOCKING DEVICE	D514425	02/07/06
PULL SEAL WITH BI-DIRECTIONAL LOCKING	6981725	01/03/06
ARRANGEMENT		

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PADLOCK SEAL	6966584	11/22/05
SECURITY SEAL AND LOCK WITH ENHANCED BORE	6948746	09/27/05
SLEEVE		
WATTHOUR METER SOCKET ADAPTER	6846199	01/25/05
WATTHOUR METER SOCKET ADAPTER	6752652	06/22/04
ELECTRICAL ENCLOSURE OPTICAL	6739886	05/25/04
COMMUNICATION PORT SEAL		
JAW BLADES AND JAW BLADE COUPLERS FOR	6663422	12/16/03
WATTHOUR METER SOCKET ADAPTER		
DISCONNECT WATTHOUR METER SOCKET ADAPTER	6663405	12/16/03
SELF-LOCKING WIRE SEAL	6578886	06/17/03
ELECTRICAL SERVICE APPARATUS WITH SURGE	6549388	04/15/03
SUPPRESSION PROTECTION		
SECURITY SEAL AND LOCK WITH ENHANCED BORE	6540273	04/01/03
SLEEVE		
DISCONNECT WATTHOUR METER SOCKET ADAPTER	6520798	02/18/03
TAMPER EVIDENT SECURITY SEAL	6494508	12/17/02
ELECTRICAL SERVICE APPARATUS SAFETY SHIELD	6478589	11/12/02
WITH WIRE GUIDES		
SECURITY SEAL WITH FLAG GRIP	6449808	09/17/02
BOLT WITH ROUND HEAD	D462600	09/10/02
WATTHOUR METER SOCKET ADAPTER WITH	6409537	06/25/02
AUXILIARY COMPONENT MOUNTS		
ELECTRICAL CONNECTOR FOR A CYLINDRICAL	6407666	06/18/02
MEMBER		
ROTATABLE SEAL	6390519	05/21/02
BOLT WITH TRUNCATED HEAD	D455945	04/23/02
BOLT WITH STEPPED HEAD	D455636	04/16/02
BOLT WITH FACETTED HEAD	D455330	04/09/02
BOLT WITH OVAL HEAD	D454773	03/26/02
SECURITY SEAL AND LOCK	6345847	02/12/02
WATTHOUR METER SOCKET ADAPTER WITH	6325666	12/04/01
SAFETY SHIELD		
ELECTRONIC SECURITY SEAL	6265973	07/24/01
JAW BLADES FOR WATTHOUR METER SOCKET	6152764	11/28/00
ADAPTER		
WATTHOUR METER SOCKET ADAPTER	6059605	05/09/00
ROTATABLE SEAL	6000736	12/14/99
WATTHOUR SOCKET ADAPTER WITH IMPROVED	5853300	12/29/98
ELECTRICAL CONNECTIONS		
SEALING RING	5851038	12/22/98
SECURITY SEAL AND LOCK	5820176	10/13/98
FUSED JAW BLADE FOR WATTHOUR METER SOCKET	5762522	06/09/98
ADAPTER		
BOLT SEAL ASSEMBLY AND TOOL THEREFOR	5749610	05/12/98
APPARATUS FOR GROUNDING EXTERNAL METAL	5704804	01/06/98
WATTHOUR METER COMPONENT		

# **Patent Applications**

Title	Appl. No.	Filing Date
TAMPER EVIDENT SEAL	13840111	03/15/13
	20140265369	
ENHANCED TAMPER EVIDENT SEAL	13839071	03/15/13
	20140265368	
REUSABLE BOLT ELECTRONIC SEAL MODULE WITH	13110313	05/18/11
GPS/CELLULAR PHONE COMMUNICATIONS &	20110273852	
TRACKING SYSTEM		

# [Acquired by mergers yet to be recorded]

## **Issued Patents**

Title	Patent No.	Issue Date
TAMPER EVIDENT BOLT SECURITY SEAL	8991879	03/31/15
WATTHOUR METER SOCKET WITH SECURED	8547686	10/01/13
ACCESS HIGH VOLTAGE SECTION		
ARTICLE ENCIRCLING BAND WITH REMOVABLE	8042293	10/25/11
COUPON OR TICKET		
NAME TAG ATTACHMENT	D643069	08/09/11
MODULAR WATTHOUR METER SOCKET AND TEST	7479029	01/20/09
SWITCH		
SHACKLE SEAL	D484782	01/06/04

## **Patent Applications**

Title	Appl. No.	Filing Date
THERMOPLASTIC SECURITY SEAL WITH COVERED	14672387	03/30/15
LOCKING RECESS	20150308159	
TAMPER EVIDENT SECURITY SEAL	13755017	01/31/13
	20130200637	

# Telesis Technologies, Inc. (Ohio Corporation)

# **Issued Patents**

Title	Patent No.	Issue Date
COLLECTIVE MARKING OF A SURFACE BY	8854406	10/07/14
STEERING MULTIPLE LASER BEAMS GENERATED		
BY A LASER CONTROLLER		
LASER MARKING OF AN INTERIOR CAVITY OF A	8502850	08/06/13
SECURING MEANS OF A SUBSTANCE-CONTAINER		
LASER SAFETY SYSTEM WITH BEAM STEERING	8280099	10/02/12
LASER RESONATOR HOUSING	D647929	11/01/11
LASER SAFETY SYSTEM	7676061	03/09/10

DIGITAL MULTICHANNEL MULTIPOINT	5924039	07/13/99
DISTRIBUTION SYSTEM (MMDS) NETWORK THAT		
SUPPORTS BROADCAST VIDEO AND TWO-WAY		
DATA TRANSMISSIONS		
METHOD FOR PROVIDING INTEGRATED PACKET	5917822	06/29/99
SERVICES OVER A SHARED-MEDIA NETWORK		

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**RECORDED: 03/11/2016**