

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3864666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIRE FACILITIES, INC.	03/31/2016
RECEIVING PARTY DATA	
Name:	TCF NATIONAL BANK
Street Address:	1036 W. JUNEAU AVENUE
Internal Address:	SUITE 500
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53233
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6889473
Patent Number:	7823357
CORRESPONDENCE DATA	
Fax Number:	(414)298-8097
<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>	
Email:	ipadmin@reinhardt.com
Correspondent Name:	JAMES D. BORCHARDT
Address Line 1:	1000 NORTH WATER STREET
Address Line 2:	SUITE 1700
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	050068-0020
NAME OF SUBMITTER:	JAMES D BORCHARDT
SIGNATURE:	/James D Borchardt/
DATE SIGNED:	05/09/2016
Total Attachments: 5	
source=WDC1_GENERAL-1394873-v1-Executed Patent Security Agreement (FFI)#page1.tif	
source=WDC1_GENERAL-1394873-v1-Executed Patent Security Agreement (FFI)#page2.tif	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 31st day of March, 2016, is made by FIRE FACILITIES, INC., a Wisconsin corporation ("**Grantor**"), with its principal place of business and mailing address at 314 Wilburn Road, Sun Prairie, Wisconsin 53590, in favor of TCF NATIONAL BANK (the "**Lender**"), with its mailing address at 1036 W. Juneau Avenue, Suite 500, Milwaukee, Wisconsin 53233, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers as named therein, and the Lender are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Lender has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Lender has required, among other things, that each of the Grantor and the other Borrowers (each a "**Debtor**" and collectively the "**Debtors**") grant to the Lender a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Lender are parties to a General Security Agreement dated as of the date hereof (such General Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to the Lender a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Patent Collateral**"):

(i) all of its patents and patent applications, including, without limitation, each patent and patent application listed on Schedule A hereto, and all renewals and extensions of the foregoing; and

(ii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future

infringement of any patent or patent application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its patents and patent applications subject to a security interest hereunder.

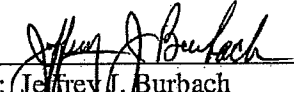
4. **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

5. **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 Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

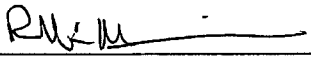
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FIRE FACILITIES, INC., as Grantor

By: 
Name: Jeffrey J. Burbach
Title: CEO and President

Agreed and Accepted as of the date and year first written above.

TCF NATIONAL BANK,
as Lender

By: 
Name: Russell P. McMinn
Title: Senior Vice President

SCHEDULE A

U.S. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent Numbers</u>	<u>Issue Date</u>
Fire Facilities, Inc.	6,889,473	May 10, 2005
Fire Facilities, Inc.	7,823,357	November 2, 2010