

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3896668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
STEINER ELECTRIC COMPANY			05/31/2016
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 SOUTH LASALLE STREET, 9TH FLOOR		
Internal Address:	MAILCODE: IL4-135-09-27, ATTENTION: LOAN ADMINISTRATION, REFERENCE: STEINER ELECTRIC COMPANY		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	D603575		
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<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:	312-269-4177		
Email:	pcyngier@jonesday.com		
Correspondent Name:	KARIN LEE		
Address Line 1:	77 WEST WACKER DRIVE		
Address Line 2:	JONES DAY		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	739326-605026		
NAME OF SUBMITTER:	KARIN LEE		
SIGNATURE:	/KARIN LEE/		
DATE SIGNED:	06/01/2016		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 31, 2016 (this "Agreement"), is made by STEINER ELECTRIC COMPANY, an Illinois corporation (the "Parent"), and each of its subsidiaries that from time to time may be parties hereto or bound hereby (together with the Parent, being collectively, the "Grantors" and each a "Grantor"), in favor of BANK OF AMERICA, N.A. (together with its successor(s), the "Lender").

W I T N E S S E T H:

WHEREAS, the Parent, as the sole initial Grantor, has entered into that certain Loan, Security and Guaranty Agreement, dated as of May 31, 2016, among the Parent, the other Grantors that may from time to time become parties thereto or bound thereby, and the Lender (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Lender (for its and the Secured Parties' (as defined in the Loan Agreement) benefit) a continuing security interest in all of the Patent Collateral (as defined below) to secure all obligations and liabilities (including, without limitation, the Obligations) from time to time owing under and pursuant to (and as defined in) the Loan Agreement and the other Loan Documents; and

WHEREAS, Parent and the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of the Lender and each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Lender, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Patent Collateral"):

(a) inventions and discoveries (whether patentable or not), all letters patent and applications for letters patent throughout the world (including all patent applications in preparation for filing), and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing ("Patents"), including each Patent and Patent application referred to in Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a "Patent License"), including each Patent License referred to in Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a "Loan Document" executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS , WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any party to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

STEINER ELECTRIC COMPANY,
an Illinois corporation

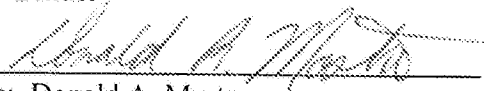
By:  _____

Name: Edward M. Carroll

Title: Vice President and Chief Financial Officer

[Signature Page to Patent Security Agreement]

BANK OF AMERICA, N.A.,
as the Lender

By: 
Name: Donald A. Mastro
Title: Senior Vice President

NAI-1500970000

{Signature Page to Patent Security Agreement}

PATENT
REEL: 038852 FRAME: 0642

SCHEDULE I
to Patent Security Agreement

Patent	Owner	Status in Patent Office	Federal Registration, Application or Publication No.	Filing or Registration Date	Country
Rain Barrel	Steiner Electric Company	Active	USD603,575S	November 3, 2009	USA