

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3913775

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ONICON INCORPORATED		06/10/2016
RECEIVING PARTY DATA		
Name:	BABSON CAPITAL FINANCE LLC, AS ADMINISTRATIVE AGENT	
Street Address:	30 SOUTH WACKER	
Internal Address:	SUITE 3920	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 62		
Property Type	Number	
Patent Number:	8448526	
Patent Number:	8590361	
Patent Number:	8408071	
Patent Number:	8683873	
Patent Number:	8578787	
Patent Number:	8464596	
Patent Number:	8544342	
Patent Number:	8308349	
Patent Number:	8256076	
Patent Number:	8235589	
Patent Number:	8151651	
Patent Number:	8142071	
Patent Number:	8132962	
Patent Number:	8042994	
Patent Number:	7995318	
Patent Number:	7870793	
Patent Number:	7841243	
Patent Number:	7823463	
Patent Number:	7775706	

PATENT

Property Type	Number
Patent Number:	7703337
Patent Number:	7684938
Patent Number:	7669483
Patent Number:	7628080
Patent Number:	7587947
Patent Number:	7574924
Patent Number:	7571655
Patent Number:	7568398
Patent Number:	7559257
Patent Number:	7480577
Patent Number:	7437945
Patent Number:	7288878
Patent Number:	7270015
Patent Number:	7201065
Patent Number:	7044000
Patent Number:	6973842
Patent Number:	6739203
Patent Number:	6729192
Patent Number:	6725733
Patent Number:	6722207
Patent Number:	6681645
Patent Number:	6584860
Patent Number:	6575044
Patent Number:	6571642
Patent Number:	6530285
Patent Number:	6508134
Patent Number:	6463807
Patent Number:	6457371
Patent Number:	6435040
Patent Number:	6431011
Patent Number:	6422093
Patent Number:	6370963
Patent Number:	6241383
Patent Number:	6178827
Patent Number:	6085599
Patent Number:	6023969
Patent Number:	5948978
Patent Number:	5691484

Property Type	Number
Application Number:	14796225
Application Number:	14845426
Application Number:	14686129
Application Number:	14582355
Application Number:	13285192

CORRESPONDENCE DATA

Fax Number: (312)558-5700
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.

Phone: (312) 558-6352
Email: mfoy@winston.com
Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP
Address Line 1: 35 WEST WACKER DRIVE
Address Line 2: SUITE 4200
Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	14044.3
NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	06/12/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9
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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

Dated as of June 10, 2016

WHEREAS, ONICON Incorporated, a Florida corporation (herein referred to as “Grantor”), owns the Patents listed on Schedule 1 annexed hereto and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of April 21, 2015 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Babson Capital Finance LLC, as administrative agent for the Lenders (the “Administrative Agent”); and

WHEREAS, pursuant to the terms of the Amended and Restated Guaranty and Security Agreement dated as of April 21, 2015 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among the Grantor, the other grantors party thereto and Babson Capital Finance LLC, as agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

WHEREAS, pursuant to that certain Amended and Restated Patent Security Agreement dated as of April 21, 2015, Grantor granted to Administrative Agent a continuing security interest in the “Patent Collateral” (as defined therein), and wishes to supplement such Patent Collateral with the Additional Patent Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent, to secure the Secured Obligations for the ratable benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Additional Patent Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Patent owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Administrative Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Additional Patent Collateral any and all appropriate action which Grantor might take with respect to the Additional Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Security Agreement (subject to the terms and provisions thereof).

Except to the extent not prohibited in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Additional Patent Collateral.

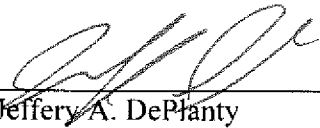
The foregoing security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Additional 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.

This Patent Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date set forth above.

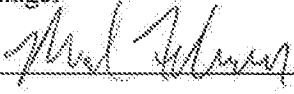
ONICON INCORPORATED

By: 
Name: Jeffery A. DePlanty
Title: Vice President

[Signature Page to Patent Security Agreement]

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management LLC
Its: Manager

By: 
Name: Mark Hecener
Title: Managing Director

SCHEDULE 1
to
Patent Security Agreement

PATENTS

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>	<u>Application Number</u>	<u>Application Filing Date</u>
<u>USA</u>	Dual paddlewheel flow sensor	<u>8,448,526</u>	<u>5/28/2013</u>	<u>13/305788</u>	<u>11/29/2011</u>
<u>USA</u>	Magnetic flow meters with automatic field maintenance	<u>8,590,361</u>	<u>11/26/2013</u>	<u>13/360288</u>	<u>1/27/2012</u>
USA	Enhanced vortex shedding flow meter	8,408,071	4/2/2013	13/235696	9/19/2011
USA	Phase detector for vortex flowmeter	8,683,873	4/1/2014	13/572737	8/13/2012
USA	Vortex flow meter with sampling rate control	8,578,787	11/12/2013	13/488491	6/5/2012
USA	Vortex flow meter with gain control	8,464,596	6/18/2013	13/488498	6/5/2012
USA	Vortex flow meter	8,544,342	10/1/2013	13/675663	11/13/2012
USA	Asymmetric heat flux sensor with in-situ drift compensation	<u>8,308,349</u>	11/13/2012	12/954826	11/26/2010
USA	Method of making an ultrasonic transducer	<u>8,256,076</u>	9/4/2012	13/300564	11/19/2011
USA	Specific heat measurement probe	<u>8,235,589</u>	8/7/2012	12/579469	10/15/2009
USA	Flowmeter transducer magnetic clamping	<u>8,151,651</u>	4/10/2012	12/635798	12/11/2009
USA	Thermoelectric thermal transfer sensor	<u>8,142,071</u>	3/27/2012	12/560521	9/16/2009
USA	Asymmetric specific heat meter	<u>8,132,962</u>	3/13/2012	12/941101	11/8/2010

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>	<u>Application Number</u>	<u>Application Filing Date</u>
USA	Specific heat meter with improved accuracy	<u>8,042,994</u>	10/25/2011	12/941099	11/8/2010
USA	High frequency power converter	<u>7,995,318</u>	8/9/2011	13/014157	1/26/2011
USA	Transit time flow sensor with enhanced accuracy	<u>7,870,793</u>	1/18/2011	12/650347	12/30/2009
USA	Speed of sound and pipe size detector	<u>7,841,243</u>	11/30/2010	12/691643	1/21/2010
USA	Ultrasonic flow sensor using two streamlined probes	<u>7,823,463</u>	11/2/2010	12/626890	11/28/2009
USA	Compensated heat energy meter	<u>7,775,706</u>	8/17/2010	12/499420	7/8/2009
USA	Clamping arrangements for a transducer assembly having a piezoelectric	<u>7,703,337</u>	4/27/2010	12/408677	3/21/2009
USA	Self-cleaning ultrasonic flow sensor	<u>7,684,938</u>	3/23/2010	11/958403	12/18/2007
USA	Flowmeter transducer clamping	<u>7,669,483</u>	3/2/2010	12/394111	2/27/2009
USA	Acoustic pulse flow meter	<u>7,628,081</u>	12/8/2009	11/681858	3/5/2007
USA	Magnetic flow meter providing quasi-annular flow	<u>7,628,080</u>	12/8/2009	12/206881	9/9/2008
USA	Magnetic flow meter with selective electrode positioning	<u>7,587,947</u>	9/15/2009	12/356881	1/21/2009
USA	Magnetic flow meter	<u>7,574,924</u>	8/18/2009	12/038884	2/28/2008
USA	Magnetic flow meter with buffering electrodes	<u>7,571,655</u>	8/11/2009	12/325016	11/28/2008
USA	Ultrasonic flow sensor with repeated transmissions	<u>7,568,398</u>	8/4/2009	11/868497	11/28/2009

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>	<u>Application Number</u>	<u>Application Filing Date</u>
USA	Magnetic flow probe with conductive tip	<u>7,559,257</u>	7/14/2009	12/247302	7/8/2009
USA	Multiple sensor flow meter	<u>7,480,577</u>	1/20/2009	11/677149	3/21/2009
USA	Magnetic flow probe	<u>7,437,945</u>	10/21/2008	12/030950	12/18/2007
USA	Piezoelectric transducer assembly	<u>7,288,878</u>	10/30/2007	11/420495	2/27/2009
USA	Thermal pulsed ultrasonic flow sensor	<u>7,270,015</u>	9/18/2007	11/564663	3/5/2007
USA	Acoustic flow sensor	<u>7,201,065</u>	4/10/2007	11/163164	9/9/2008
USA	Ultrasonic flow sensor using quasi-helical beam	7,044,000	5/16/2006	11/161135	1/21/2009
USA	Flow probe pipe size detector	6,973,842	12/13/2005	10/946834	2/28/2008
USA	Ultrasonic transducer and flow sensor configuration	6,739,203	5/25/2004	10/222411	8/16/2002
USA	Moving target flow sensor	6,729,192	5/4/2004	10/211211	8/2/2002
USA	Torque balance flow meter	6,725,733	4/27/2004	10/456602	6/6/2003
USA	Electro-magnetic flow transducer with insulating scroll	6,722,207	4/20/2004	10/100453	3/19/2002
USA	Moving target flow meter	6,681,645	1/27/2004	10/113411	4/1/2002
USA	Flow probe insertion gauge	6,584,860	7/1/2003	10/047597	1/14/2002
USA	Transit-time flow sensor combining high resolution and wide dynamic range	6,575,044	6/10/2003	10/139528	5/6/2002

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>	<u>Application Number</u>	<u>Application Filing Date</u>
USA	Magnetic flow sensor with annular sensing path	6,571,642	6/3/2003	10/098977	3/15/2002
USA	Magnetic flow sensor probe	6,530,285	3/11/2003	09/933512	8/20/2001
USA	Transit-time flow sensor-frequency mode	6,508,134	1/21/2003	09/387986	9/1/1999
USA	Magnetic flow sensor and method	6,463,807	10/15/2002	09/704913	11/2/2000
USA	Ultrasonic flow sensor with error detection and compensation	6,457,371	10/1/2002	09/971438	10/5/2001
USA	Inertial flow sensor and method	6,435,040	8/20/2002	09/606132	6/28/2000
USA	Magnetic flow sensor and method	6,431,011	8/13/2002	09/820057	3/28/2001
USA	Burst Mode Ultrasonic Flow Sensor	6,422,093	7/23/2002	09/754727	1/4/2001
USA	Ultrasonic transit time flow sensor and method	6,370,963	4/16/2002	09/592313	6/13/2000
USA	Heat exchanger maintenance monitor apparatus and method	6,241,383	6/5/2001	09/238876	1/27/1999
USA	Ultrasonic flow sensor	6,178,827	1/30/2001	09/458315	12/10/1999
USA	Magnetic flow sensor	6,085,599	7/11/2000	09/166349	10/5/1998
USA	Flow modulated mass flow sensor	6,023,969	2/15/2000	09/006246	1/13/1998
USA	Induction heated mass flow sensor	5,948,978	9/7/1999	09/114763	7/14/1998
USA	Magnetic flow sensor	5,691,484	11/25/1997	08/681765	7/29/1996

PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>	<u>Application Number</u>	<u>Application Filing Date</u>
<u>USA</u>	Electromagnetic Meter with Energy Recovery			<u>14796225</u>	<u>7/10/2015</u>
<u>USA</u>	Low Cost Ultrasonic Transducer			<u>14845426</u>	<u>9/4/2015</u>
<u>USA</u>	Transducer mounting arrangement			<u>14/686,129</u>	<u>04/14/2015</u>
<u>USA</u>	Groove array for beam forming in an ultrasonic flow meter			<u>14/582,355</u>	<u>12/24/2014</u>
<u>USA</u>	Special corrugated flow conditioner			<u>13/285192</u>	<u>10/31/2011</u>

PATENT LICENSES

Category	Identification	Description
Contract	John Garey patent license	Exclusive license under US patent 6241383. Royalty of 1% of net sales, after first \$500k of net sales, of heat exchanger maintenance monitoring product. \$1k/year minimum royalty