

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3984466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DES-CASE CORPORATION	07/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT
<b>Street Address:</b>	30 SOUTH WACKER DR., STE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8978492
Patent Number:	8753436
Application Number:	14046600
Application Number:	14297799
Application Number:	14949522
Application Number:	29542775
Application Number:	29542772
Application Number:	29542777
Application Number:	29542778
Application Number:	62336785
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7867
<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>	
<b>Phone:</b>	3128637267
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com
<b>Correspondent Name:</b>	JACLYN DI GRANDE - PARALEGAL
<b>Address Line 1:</b>	GOLDBERG KOHN LTD.
<b>Address Line 2:</b>	55 E MONROE ST., SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	4975.356

PATENT

<b>NAME OF SUBMITTER:</b>	JACLYN DI GRANDE
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	07/29/2016
<b>Total Attachments: 5</b> source=Des-Case _Patent_Security_Agreement#page1.tif source=Des-Case _Patent_Security_Agreement#page2.tif source=Des-Case _Patent_Security_Agreement#page3.tif source=Des-Case _Patent_Security_Agreement#page4.tif source=Des-Case _Patent_Security_Agreement#page5.tif	

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 29, 2016, by by DES-CASE CORPORATION, a Tennessee corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor (together with such other Persons joined to the Credit Agreement as borrowers in accordance with Section 1.3 thereof, each a "Borrower" and collectively the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"; provided, that, the Patent Collateral shall exclude any Excluded Property):

- (a) all of its registered Patents set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Patent Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

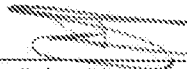
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[signature page follows]

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

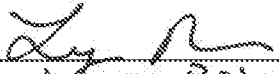
**GRANTOR:**

**DES-CASE CORPORATION**, a Tennessee corporation

By:   
Name: Brian Gleason  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Lynn Rahn  
Title: Vice President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**U.S. PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Patent Title</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
Des-Case Corporation	Sampling Container and Method of Sampling	8,978,492	12/763,129	3/17/2015	4/18/2009
Des-Case Corporation	Oil Coalescing Device	8,753,436	13/220,675	6/17/2014	8/27/2010
Des-Case Corporation	Diagnostic Breather Dryer	--	14/046,600	--	10/4/2012
Des-Case Corporation	Oil Coalescing Device	--	14/297,799	--	8/27/2010
Des-Case Corporation	Oil Dispensing Lid	--	14/949,522	--	11/26/2014
Des-Case Corporation	BullsEye	--	29/542,775	--	10/16/2015
Des-Case Corporation	BullsEye	--	29/542,772	--	10/16/2015
Des-Case Corporation	BullsEye	--	29/542,777	--	10/16/2015
Des-Case Corporation	BullsEye	--	29/542,778	--	10/16/2015
Des-Case Corporation	Sensor Technology for Fluid Handling Products	--	62/336,785	--	5/16/2016