

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4082326

<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>
THE MODERN GROUP, LTD	09/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 WEST W.T. HARRIS BLVD
<b>Internal Address:</b>	MAC D1109-019
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D678127
Patent Number:	6152492
Patent Number:	6354787
Patent Number:	7762588
Patent Number:	7815222
Patent Number:	8523233
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)220-4285
<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>Email:</b>	annesullivan@andrewskurth.com
<b>Correspondent Name:</b>	ANDREWS KURTH KENYON LLP
<b>Address Line 1:</b>	600 TRAVIS, SUITE 4200
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	220088
<b>NAME OF SUBMITTER:</b>	ANNE SULLIVAN
<b>SIGNATURE:</b>	/Anne Sullivan/
<b>DATE SIGNED:</b>	10/04/2016
<b>Total Attachments: 4</b>	

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## GRANT OF PATENT SECURITY INTEREST

This **GRANT OF PATENT SECURITY INTEREST** (this “Agreement”) is made and entered into effective as of September 30, 2016, by Modern Group, Ltd., a Texas limited partnership (“Modern Group”) and Dragon ESP, LLC, a Texas limited liability company (“ESP”, and together with Modern Group, collectively, “Grantors”) in favor of Wells Fargo Bank, National Association, as Administrative Agent (the “Administrative Agent”), for the equal and ratable benefit of the Lenders from time to time party to the hereinafter described Credit Agreement (hereinafter collectively referred to as the “Lenders”) and the other Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Grantors own and use in their respective businesses, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement dated as of July 29, 2016, (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Modern Group, the Lenders and the Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of Modern Group; and

**WHEREAS**, the Obligations under the Credit Agreement are secured by that certain Security and Pledge Agreement, dated as of October 31, 2014, as ratified and amended by that certain Ratification and Amendment of Security Agreement dated as of July 29, 2016, as ratified and amended by that certain Joinder to, Ratification and Amendment of Security Agreements dated as of September 30, 2016 (as amended and ratified, the “Security Agreement”), under the terms of which the Debtors granted to the Administrative Agent, for the equal and ratable benefit of the Secured Parties, as security for the Obligations described in the Credit Agreement, a security interest in and lien on certain personal property assets of such Debtors, as more fully described in therein. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement or Security Agreement, as applicable; and

**WHEREAS**, in connection with a reorganization, Modern Group has assigned to Dragon Products Group, LLC, a Texas limited liability company (“Dragon”) and Dragon has assumed all of the obligations of Modern Group, as the borrower, under the Credit Agreement pursuant to that certain Assumption Agreement and Amendment to Loan Documents dated as of September 30, 2016 (the “Assumption”); and

**WHEREAS**, Modern Group owns 100% of the membership interest in Dragon and will benefit directly from Dragon entering into the Assumption and becoming the borrower under the Credit Agreement; and

**WHEREAS**, it is a condition precedent to the effectiveness (or continued effectiveness) of the Credit Agreement, the Assumption and the obligations of the Lenders under the Credit Agreement, that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the benefit of the Secured Parties;

**WHEREAS**, Grantors have agreed to grant in favor of the Administrative Agent for the benefit of the Secured Parties a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Patent Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all patents, the inventions and improvements described and claimed therein, and all patentable inventions, including but not limited to the patents listed on Schedule A;

(ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral 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.

*[Remainder of page intentionally left blank]*

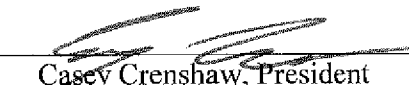
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its duly authorized officer as of the 30th day of September, 2016.

**DRAGON ESP, LLC** (formerly Dragon ESP, Ltd. and successor by merger to V.E. Enterprises, LLC and Antec Fabrication, LLC),  
a Texas limited liability company

By:   
Casey Crenshaw, President

**THE MODERN GROUP, LTD.**  
(successor by merger to Dragon Industries, Inc. and The Modern Group GP-Sub, Inc.),  
a Texas limited partnership

By: The Modern Group GP, Inc., a Texas corporation, its general partner

By:   
Casey Crenshaw, President

*Signature Page to Grant of Patent Security Interest*

**PATENT**  
**REEL: 039934 FRAME: 0938**

## **Schedule A**

### Patent Collateral

#### **Patents Issued:**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Invention</u></b>	<b><u>Owner</u></b>
D678127	3/19/2013	MOBILE STORAGE TRAILER TANK	The Modern Group, Ltd.
6152492	11/28/2000	LIQUID STORAGE TANK TRAILER	The Modern Group, Ltd.
6354787	3/12/2002	DOUBLE CONTAINER TRAILER APPARATUS AND METHOD OF USE	The Modern Group, Ltd.
7762588	7/27/2010	FLUID STORAGE TANK TRAILER	The Modern Group, Ltd.
7815222	10/19/2010	FLUID STORAGE TANK TRAILER	The Modern Group, Ltd.
8523233	9/3/2013	LIQUID STORAGE TANK TRAILER	The Modern Group, Ltd.
5671855	9/30/1997	HIGH STRENGTH INDUSTRIAL STORAGE TANK	Dragon ESP, LLC (successor by merger to V.E. Enterprises, LLC)