

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4166770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NITROFILL, LLC	12/01/2016
RECEIVING PARTY DATA	
Name:	TCF NATIONAL BANK
Street Address:	71 S WACKER DRIVE STE 2110
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7624774
Patent Number:	7677274
Patent Number:	7770608
Patent Number:	8196616
CORRESPONDENCE DATA	
Fax Number:	
<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:	jbleskin@schiffhardin.com
Correspondent Name:	JENNIFER BLESKIN
Address Line 1:	233 S WACKER DR STE 6600
Address Line 4:	CHICAGO, ILLINOIS 60606
NAME OF SUBMITTER:	JENNIFER BLESKIN
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	12/02/2016
Total Attachments: 5	
source=Patent Security Agreement#page1.tif	
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EXECUTION VERSION

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2016, is made by NitroFill, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank (the "Lender").

RECITALS

WHEREAS, the Company, NitroFill Group, Inc., a Delaware corporation ("Holdings"), NitroFill Acquisition, LLC, a Delaware limited liability company ("Parent"), Besser Industrial Tools, LLC, a Delaware limited liability company ("Besser"), Vehicle Safety Solutions, LLC, a Florida limited liability company ("VSS"; the Company, Besser and VSS are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"; Holdings, Parent and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), and the Lender are parties to a Credit Agreement dated as of December 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to Borrowers;

WHEREAS, the Obligors and the Lender are parties to a Security Agreement dated as of December 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including, with the exception of the Excluded Property (as such term is defined in the Security Agreement), all right, title and interest of the Company in, to and under all now existing and hereafter arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof, all rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing or hereafter arising:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all

rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any patents and patent applications, whether the Company is a licensor or licensee under any such license agreements, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Patent Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement or the Security Agreement, the Credit Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms 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 Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

NITROFILL, LLC

By: 

Name: Jay Lighter

Title: Chief Executive Officer

Signature Page to Patent Security Agreement

PATENT
REEL: 040492 FRAME: 0905

Acknowledged and agreed to:

TCF NATIONAL BANK

By: Thomas G. Karle

Name: Thomas G. Karle

Title: Senior Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 040492 FRAME: 0906

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Title	Patent Number	Date Issued	Inventor/Assignee
Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	7,624,774	1 December 2009	Jay Lighter / Nitrofill, LLC
Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	7,677,274	16 March 2010	Jay Lighter / Nitrofill, LLC
Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	7,770,608	10 August 2010	Jay Lighter / Nitrofill, LLC
Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	8,196,616	12 June 2012	Jay Lighter / Nitrofill, LLC