

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4178814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
H.J. BAKER & BRO., INC.	12/08/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	117 PLANTATION RD.. 1ST FLOOR
Internal Address:	MAC R4058-017
City:	ROANOKE
State/Country:	VIRGINIA
Postal Code:	24019
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14876638
Application Number:	15136669
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:	michael.barys@thomsonreuters.com
Correspondent Name:	ANDREA GNIADEK
Address Line 1:	111 WEST MONROE STREET
Address Line 2:	CHAPMAN AND CUTLER LP
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	ANDREA GNIADEK
SIGNATURE:	/Michael Barys/
DATE SIGNED:	12/09/2016
Total Attachments: 6	
source=Pages from Scan_Andrea H Gniadek_15_51_08-12-2016-2#page1.tif	
source=Pages from Scan_Andrea H Gniadek_15_51_08-12-2016-2#page2.tif	
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source=Pages from Scan_Andrea H Gniadek_15_51_08-12-2016-2#page5.tif	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

H. J. Baker & Bro., Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal Address: 1st Floor

Street Address: MAC R4058-017, 117 Plantation Rd.,

City: Roanoke

State: Virginia

Country: USA Zip: 24019

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 8, 2016

- Assignment
- Merger
- Security Agreement
- Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street, 17th FL

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4102901

Email Address: dealer@chapman.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Andrea Gniadek*, Chapman and Cutler LLP 12/8/16

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT COLLATERAL AGREEMENT

This 8th day of December, 2016, H. J. BAKER & BRO., INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2 Corporate Drive, Suite 545, Shelton, Connecticut 06484, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION, with its mailing address at MAC R4058-017, 117 Plantation Road, 1st Floor, Roanoke, Virginia 24019, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Patent Collateral*"):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of January 16, 2013 among Debtor, the other debtors party thereto and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.


This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent

Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

H. J. BAKER & BRO., INC.

By 
Name: Stuart Adendorff
Title Executive Vice President,
Chief Financial Officer, and Secretary

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

[Signature Page to Patent Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

H. J. BAKER & BRO., INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By Michael C. Shea
Name: Michael C. Shea
Title: Assistant Vice President

[Signature Page to Patent Collateral Agreement]

PATENT
REEL: 040874 FRAME: 0199

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

PENDING U.S. PATENT APPLICATION NUMBERS

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
14/876,638	GRANULAR FEED SUPPLEMENT	10/6/2015
15/136,669	GRANULAR FEED SUPPLEMENT	4/22/2016