

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4260828

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ENGINEERED CONTROLS INTERNATIONAL, LLC		02/03/2017
RECEIVING PARTY DATA		
Name:	GENERAL ELECTRIC COMPANY, AS ADMINISTRATIVE AGENT	
Street Address:	500 W MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Patent Number:	7841580	
Patent Number:	7775470	
Patent Number:	6939094	
Patent Number:	9194524	
Patent Number:	9115838	
Application Number:	15140062	
Application Number:	15140011	
Application Number:	14854296	
Application Number:	14928456	
Application Number:	14833762	
Application Number:	14686186	
Application Number:	14686180	
Application Number:	15389109	
Application Number:	62307195	
Application Number:	15371353	
Application Number:	15368440	
Application Number:	15368360	
Application Number:	62361617	
Application Number:	29571658	
Application Number:	29570847	

PATENT

CORRESPONDENCE DATA**Fax Number:** (312)577-4565

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: 3125778265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN**Address Line 1:** 525 W MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-646
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NAME OF SUBMITTER:	KRISTIN BROZOVIC
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SIGNATURE:	/Kristin Brozovic/
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DATE SIGNED:	02/06/2017
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 3, 2017, is made by ENGINEERED CONTROLS INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor"), in favor of GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation) ("GEC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 3, 2013 (as the same has been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by the Grantor, as borrower, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GEC, as Administrative Agent for the Lenders and the L/C Issuers, the Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of December 3, 2013, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to continue to make Loans and other financial accommodations under the Credit Agreement available to the Grantor, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those United States Patents and IP Licenses referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

ENGINEERED CONTROLS
INTERNATIONAL, LLC, a Delaware
limited liability company, as Grantor

By:  _____

Name: Anthony Sugalski

Title: Interim CEO & Interim President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest
by merger to General Electric Capital Corporation),
as Administrative Agent

By: 

Name: KAREN AUSTIN

Its: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

United States Patents and United States Patent Applications

U.S. PATENTS

Description	Application No.	Application Date	Patent/ Publication Number	Filing Date	Owner
Pressurized fluid coupler with anti-recoil feature and methods	11406804	4/18/06	7841580	11/30/10	Engineered Controls International, LLC ("ECI")
Relative line tension indicator and methods for fishing reels and the like	11406836	4/18/06	7775470	8/17/10	ECI
Autonomous power interface for modifying limited rotation speed of a machine	10353479	1/28/03	6939094	9/6/05	ECI
Rapid-connect coupler with vent-stop	13426377	3/21/12	9194524	11/24/15	ECI
Rapid-connect coupler	13206828	8/10/11	9115838	8/25/15	ECI

U.S. PATENT APPLICATIONS

Description	Application No.	Application Date	Patent/ Publication Number	Publication Date	Owner
RAPID-CONNECT COUPLER WITH A PRODUCT FLOW RESTRICTOR	15140062	4/27/16	20160312915	10/27/16	Engineered Controls International, LLC ("ECI")
RAPID-CONNECT COUPLER WITH VENT STOP	15140011	4/27/16	20160312939	10/27/16	ECI
NOISE REDUCTION RELIEF VALVE FOR CRYOGENIC LIQUID CONTAINERS	14854296	9/15/15	20160084394	3/24/16	ECI
RAPID-CONNECT COUPLER WITH VENT-STOP	14928456	10/30/15	20160047505	2/18/16	ECI
RAPID-CONNECT COUPLER	14833762	8/24/15	20150362111	12/17/15	ECI

Pressure Relief Valve for Cryogenic Liquid Containers	14/686186	4/14/15			ECI
Pressure Relief Valve for Railroad Tank Cars	14/686180	4/14/15			ECI
Noise Reducing Filler Valve	15/389109	12/22/16			ECI
Low Emission Nozzle and Receptacles	62/307195	3/11/16			ECI
Low Emission Fluid Coupler	15/371353	12/7/16			ECI
Leak Resistant and Serviceable Receptacle	15/368440	12/2/2016			ECI
Low Emission Nozzle and Receptacles	15/368360	12/2/2016			ECI
Dielectric Regulator	62/361617	7/13/16			ECI
Hand Wheel	29/571658	7/20/16			ECI
Regulator Bonnet	29/570847	7/12/16			ECI