

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4226512

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
VIRTEK VISION INTERNATIONAL ULC		08/31/2016
RECEIVING PARTY DATA		
Name:	ALLY BANK, AS AGENT	
Street Address:	300 PARK AVENUE, 4TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	5889582	
Patent Number:	6050693	
Patent Number:	5957559	
Patent Number:	6066845	
Patent Number:	6170163	
Patent Number:	6011255	
Patent Number:	6036319	
Patent Number:	7244029	
Patent Number:	7385180	
Patent Number:	7832875	
Patent Number:	7621053	
Application Number:	14160945	
Application Number:	13652735	
Application Number:	13719382	
Application Number:	14200204	
Application Number:	62126756	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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>		

PATENT

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: JAMES MURRAY
Address Line 1: 4400 EASTON COMMONS WAY, SUITE 125
Address Line 2: CT CORPORATION
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	CORENDA R. LEWIS
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SIGNATURE:	/Corenda R. Lewis/
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DATE SIGNED:	01/16/2017
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Total Attachments: 7

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of August 31, 2016, by VIRTEK VISION INTERNATIONAL ULC (the "Grantor"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement, dated as of August 31, 2016 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Grantor and ALLY BANK ("Ally"), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement 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 shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by Grantor (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth in Schedule I.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests 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. In the event that any provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

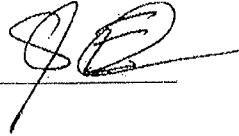
5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in the Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AND INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally, as Agent, pursuant to this Patent Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination and Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control.

VIRTEK VISION INTERNATIONAL ULC

By: _____
Name: Stanley Edme
Title: Vice President

A handwritten signature in black ink, appearing to be 'SE', written over a horizontal line.

Signature Page to Grant of Security Interest in Patents

PATENT
REEL: 041371 FRAME: 0746

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT APPLICATIONS AND ISSUED PATENTS
(see attached)

