

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4342172

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ABT POWER MANAGEMENT, LLC	03/10/2017
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION, AS NOTEHOLDER REPRESENTATIVE	
Street Address:	214 NORTH TYRON STREET	
Internal Address:	27TH FLOOR	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13912923
CORRESPONDENCE DATA		
Fax Number:	(646)558-4180	
<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>		
Phone:	(212) 459-7115	
Email:	TRoot@goodwinlaw.com	
Correspondent Name:	TROY ROOT	
Address Line 1:	C/O GOODWIN PROCTER, LLP	
Address Line 2:	620 8TH AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10018	
ATTORNEY DOCKET NUMBER:	125778-257678	
NAME OF SUBMITTER:	TROY ROOT	
SIGNATURE:	/s/ Troy Root	
DATE SIGNED:	03/29/2017	
Total Attachments: 5		
source=MHS - Crescent 2nd Lien - Patent Security Agreement EXECUTED#page1.tif		
source=MHS - Crescent 2nd Lien - Patent Security Agreement EXECUTED#page2.tif		
source=MHS - Crescent 2nd Lien - Patent Security Agreement EXECUTED#page3.tif		

source=MHS - Crescent 2nd Lien - Patent Security Agreement EXECUTED#page4.tif

source=MHS - Crescent 2nd Lien - Patent Security Agreement EXECUTED#page5.tif

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 10, 2017, is made by the Grantors (as identified below), in favor of U.S. Bank National Association, as the Noteholder Representative for the Secured Parties (in such capacity, together with its successors and assigns, the “**Noteholder Representative**”).

WHEREAS, Total Fleet Solutions, Ltd, an Ohio limited liability company, and ABT Power Management, LLC, a Delaware limited liability company (collectively, the “**Grantors**” and each a “**Grantor**”), owns the Patent Collateral (as defined below) as set forth opposite its name on Schedule A annexed hereto;

WHEREAS, Grantors are party to a Second Lien Security Agreement dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Noteholder Representative, pursuant to which the Grantors granted a security interest to the Noteholder Representative in the Patent Collateral and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Noteholder Representative pursuant to the Security Agreement, each Grantor hereby grant to the Noteholder Representative a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”): all Patents (as defined in the Security Agreement) owned by such Grantor (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Noteholder Representative with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Patent Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Patent Collateral shall revert to the Grantors.

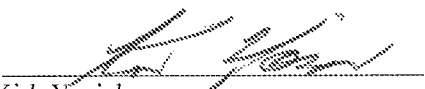
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all

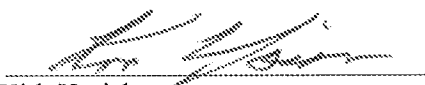
such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOTAL FLEET SOLUTIONS, LTD.,
an Ohio limited liability company

By: 
Name: Kirk Yosick
Title: Chief Administrative Officer and General Counsel

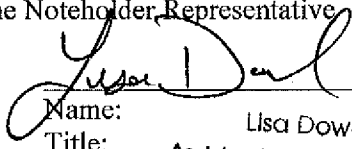
ABT POWER MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Kirk Yosick
Title: Chief Administrative Officer and General Counsel

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as the Noteholder Representative

By:


Name: Lisa Dowd
Title: Assistant Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

PATENT
REEL: 041782 FRAME: 0059

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

US Patents Issued:

Patent No.	Issue Date	Title	Owner
8,201,463	6/19/12	Lift Truck Clamp Test System	Total Fleet Solutions, Ltd.

US Patents Pending:

Date Filed	Application Number	Title	Owner
13/912,923	6/7/13	COMPUTER IMPLEMENTED SYSTEM AND METHOD AND COMPUTER PROGRAM PRODUCT FOR USING BATTERY INFORMATION TO AUTOMATICALLY CHARGE A BATTERY	ABT Power Management, LLC