

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4361235

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| INNOVATIVE RESCUE SYSTEMS LLC | 04/07/2017 |
| RECEIVING PARTY DATA | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT |
| Street Address: | 300 N. MERIDIAN STREET., SUITE 1600 |
| City: | INDIANAPOLIS |
| State/Country: | INDIANA |
| Postal Code: | 46204 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 7147752 |
| Patent Number: | 9278836 |
| Patent Number: | 5622353 |
| Patent Number: | 5735657 |
| 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 LLP |
| Address Line 4: | CHICAGO, ILLINOIS 60603 |
| NAME OF SUBMITTER: | ANDREA GNIADEK |
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 04/10/2017 |
| Total Attachments: 5 | |
| source=Scan_Andrea H Gniadek_14_24_10-04-2017#page1.tif | |
| source=Scan_Andrea H Gniadek_14_24_10-04-2017#page2.tif | |
| source=Scan_Andrea H Gniadek_14_24_10-04-2017#page3.tif | |
| source=Scan_Andrea H Gniadek_14_24_10-04-2017#page4.tif | |

GRANT OF PATENT SECURITY INTEREST

WHEREAS, INNOVATIVE RESCUE SYSTEMS LLC, a Delaware limited liability company (the "*Grantor*"), owns and uses in its business various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, TASK FORCE TIPS LLC, a Delaware limited liability company (the "*Borrower*"), has entered into that certain Credit Agreement, dated as of April 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the lenders party thereto from time to time (the "*Lenders*"), and Wells Fargo Bank, National Association, as the administrative agent for the Lenders (the "*Administrative Agent*"); and

WHEREAS, the Grantor has entered into that certain Guaranty Agreement, dated as of April 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty*"), in favor of the Administrative Agent for the benefit of the Lenders and the other Beneficiaries (as defined therein), pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Loan Documents and all other Secured Obligations (as defined in the Collateral Agreement referred to below); and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of April 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Grantor, the Administrative Agent (in such capacity, the "*Secured Party*") and the other grantors from time to time party thereto, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Patent Collateral:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Collateral Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "*Patent Collateral*"):

(i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, titles, and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present, and future infringements and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; and

(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages to follow]

[Signature Page to Grant of Patent Security Interest]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of April 7, 2017.

INNOVATIVE RESCUE SYSTEMS LLC

By: 

Name: David Ball

Title: Vice President

[Signature Page to Grant of Patent Security Interest]

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

| ASSET | DESCRIPTION | ADD DESCRIPTION | LEGAL STATUS |
|--------|--|--|--------------|
| IP5290 | PATENT: CABLE MANAGEMENT APPARATUS | U.S. 7147752 EXPIRES 05/27/2025 | LIVE |
| IP5510 | PATENT: HAND POWERED HYDRAULIC RESCUE STRUT (ACQUIRED FROM BIG RIVER 6/2016) | U.S. 9278836 ISSUED FEB 17 2016 | LIVE |
| IP5511 | PATENT: HAND POWERED HYDRAULIC RESCUE STRUT (ACQUIRED FROM BIG RIVER 6/2016) | U.S. APPLICATION 13/662,966 FILED OCTOBER 29, 2012 | PENDING |
| | PATENT: HIGH POWERED RESCUE TOOL | U.S. 5622353 EXPIRES May 31, 2012] | Expired |
| | PATENT: ORBITAL THREADED FASTENER ASSEMBLY | U.S. 5735657 EXPIRES August, 2013 | Expired |