

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4397048

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NSI-MI TECHNOLOGIES, LLC	05/02/2017
RECEIVING PARTY DATA		
Name:	SUNTRUST BANK	
Street Address:	3333 PEACHTREE ROAD	
Internal Address:	3RD FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 6		
	Property Type	Number
	Patent Number:	9379834
	Patent Number:	6193334
	Patent Number:	6545440
	Patent Number:	6034763
	Patent Number:	7755550
	Application Number:	14527393
CORRESPONDENCE DATA		
Fax Number:	(404)873-8501	
<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:	404 873 8500	
Email:	trademarks@agg.com	
Correspondent Name:	ARNALL GOLDEN GREGORY LLP	
Address Line 1:	171 17TH STREET NW	
Address Line 2:	SUITE 2100	
Address Line 4:	ATLANTA, GEORGIA 30363	
ATTORNEY DOCKET NUMBER:	14686.248	
NAME OF SUBMITTER:	MARY FRANCES STIRLING	
SIGNATURE:	/Mary Frances Stirling/	
DATE SIGNED:	05/03/2017	

PATENT

Total Attachments: 5

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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of May 2, 2017, is made by each of the entities identified on the signature page hereto as collectively, the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of May 2, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NSI-MI TECHNOLOGIES, LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time parties thereto, the issuing bank thereunder and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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. The 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 the 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 (the "Patent Collateral"):

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

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

(iii) 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.

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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Patents and Patents 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 Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

GRANTOR:

NEARFIELD SYSTEMS INC., a California
corporation

By: Charles R. Smith III

Name: Charles R. Smith, III

Title: Assistant Secretary

MI TECHNOLOGIES, LLC, a Delaware limited
liability company

By: Charles R. Smith III

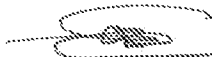
Name: Charles R. Smith, III

Title: Chief Financial Officer, Executive
Vice President, Treasurer and
Assistant Secretary

[Signatures continue on the following page]

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: J.C. Bayant
Title: Senior Vice President

SCHEDULE 1

TITLE	PATENT	PATENT NO. /DATE	STATUS/ NEXT DEADLINE	OWNERSHIP
Time Space Coherence Interferometer	9,379,834	June 28, 2016	3.5 yr maint fee 06/28/2019	Nearfield Systems Incorporated
THERMAL CONTROL APPARATUS FOR TWO-AXIS MEASUREMENT SYSTEM	6,193,334	February 27, 2001	No maintenance fees are due	Nearfield Systems Incorporated
High Precision Cartesian Robot for a Planar Scanner	6,545,440	April 8, 2003	No maintenance fees are due	Nearfield Systems Incorporated
Dual Beam Laser Devise for Linear and Planer Alignment	6,034,763	March 7, 2000	No maintenance fees are due	Missing Assignment from Inventors DAN SLATER and DAVID M. KRAMER
System and Method for Isolating an Individual Radiation Pattern or a Given Radiator in the Presence of Other Radiators	7,755,550	July 13, 2010	7.5 yr maintenance fees due 7/13/17	Microwave Instrumentation Technologies LLC
Radiation Measurement System and Method with Synchronous High Speed Tracking Laser Based Position Measurement	App. No. 14/527,393	Filed: October 29, 2014	Issue Fee Payment due 7/10/17 (final deadline)	Status: Allowed Missing assignment & Oath from one inventor Charles P.B. Pinson (must be submitted before NOA paid) MI TECHNOLOGIES, LLC