

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4398323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PFE LLC	05/04/2017
ALLOY WHEEL REPAIR SPECIALISTS, LLC	05/04/2017
RECEIVING PARTY DATA	
Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9540867
Patent Number:	9091113
Patent Number:	6347444
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	3125778518
Email:	rebecca.dyson@kattenlaw.com
Correspondent Name:	REBECCA DYSON C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342663-180
NAME OF SUBMITTER:	REBECCA DYSON
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	05/04/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 4th day of May, 2017, by **PFE LLC**, a Nevada limited liability company and **ALLOY WHEEL REPAIR SPECIALISTS, LLC**, a Delaware limited liability company (each individual a "Grantor" and collectively, the "Grantors"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent, including without limitation, each Patent and application for a Patent filed with the United States Patent and Trademark Office listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

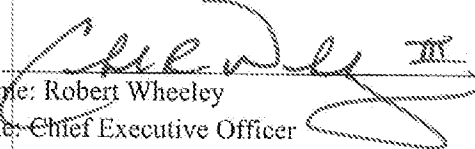
3. Termination. This Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantors, execute all documents, make all

filings and take all actions reasonably requested by Grantors to evidence and record the release of the security interest in the Patent Collateral granted herein.


[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

ALLOY WHEEL REPAIR SPECIALISTS, LLC, a
Delaware limited liability company

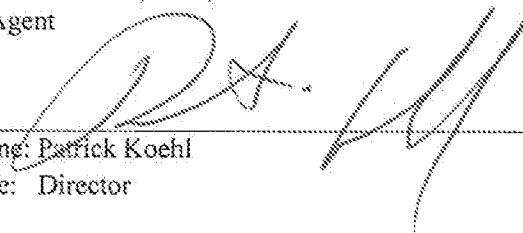
By 
Name: Robert Wheelley
Title: Chief Executive Officer

PFE LLC, a Nevada limited liability company

By 
Name: Robert Wheelley
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By 
Name: Patrick Koehl
Title: Director

SCHEDULE 1

PATENTS

Description	Application No.	Application Date	Patent No.	Registration Date	Owner/ Applicant
SAFETY GATE	14807949	7/24/15	9540867	1/10/17	PFE LLC
SAFETY GATE	13401800	2/21/12	9091113	7/28/15	PFE LLC
METHOD FOR REFURBISHING AN AUTOMOTIVE WHEEL	09574105	5/18/00	6347444	2/19/02	Alloy Wheel Repair Specialists, Inc.

PATENT APPLICATIONS

None.