

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4562279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
3SI SECURITY SYSTEMS, INC.		06/16/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	488 MADISON AVE., 22ND FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8217791	
Patent Number:	5448223	
Patent Number:	5515032	
Patent Number:	5734325	
Patent Number:	6568336	
Patent Number:	6552660	
Patent Number:	6801129	
Patent Number:	8783194	
Patent Number:	7075426	
Patent Number:	7118817	
Patent Number:	7122236	
Patent Number:	7191579	
Patent Number:	7183915	
Patent Number:	7902980	
Patent Number:	7656292	
Patent Number:	8035510	
Application Number:	12354253	
Application Number:	13491125	
Application Number:	14719541	

**CORRESPONDENCE DATA****Fax Number:** (312)577-4565*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.***Phone:** 3125778265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN**Address Line 1:** 525 W MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	385629-39
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	08/23/2017

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 16, 2017 is made by 3SI SECURITY SYSTEMS, INC., a Delaware corporation (the "Grantor"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC ("Varagon"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, 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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with 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. 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 Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 of Grantor (the "Patent Collateral"):

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

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

(c) 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 Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**3SI SECURITY SYSTEMS, INC.,** as Grantor

By: Todd R. Leggett

Name: Todd Leggett

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**VARAGON CAPITAL PARTNERS AGENT, LLC,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each 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.

**3SI SECURITY SYSTEMS, INC.**, as Grantor

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

**VARAGON CAPITAL PARTNERS AGENT, LLC**,  
as Administrative Agent

By: 

Name: Robby Bourgeois

Title: Head of Finance and Operations

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

Title	Application No.	Application Date	Patent No.	Patent Date
Tracking unit	13039059	3/2/11	8217791	7/10/12
Currency alarm pack having receiver automatic gain hysteresis	1994314419	9/28/94	5448223	9/5/95
ALARM DEVICE	1995385337	2/8/95	5515032	5/7/96
ALARM DEVICE	1995541786	10/10/95	5734325	3/31/98
Device for dispensing a liquid onto valuables	1996202073	7/22/96	1997230101	7/18/97
DEVICE FOR DISPENSING A LIQUID ONTO VALUABLES	1997230101	7/18/97	6568336	2/20/03
Flexible smoke generator	2000605071	6/28/00	6552660	4/22/03
TRACKING SYSTEM FOR LOCATING STOLEN CURRENCY	2001968289	10/1/01	6801129	10/5/04
Marking apparatus for nucleic acid marking of items	2003508416	3/21/03	8783194	7/22/14
Flex motion wake-up circuit for a security pack	2003656519	9/5/03	7075426	7/11/06
Coin cell protection against reverse insertion in cell holder	2003656737	9/5/03	7118817	10/10/06
Clothes securing system: Biblio Data Only	2003658737	9/9/03	7122236	10/17/06

Title	Application No.	Application Date	Patent No.	Patent Date
Shipping device and method for articles capable of releasing gas containing hazardous particulates	10659082	9/10/03	7191579	3/20/07
Wireless ATM security system	2004912392	8/5/04	7183915	2/27/07
Tracking unit	2004920598	8/16/04	7902980	3/8/11
Flexible anti-theft pack for tracking and location	2007707531	2/16/07	7656292	2/2/10
Asset recovery device installation and alert system	2008121745	5/15/08	8035510	10/11/11
VENDING ENCLOSURE RECOVERY METHOD AND SYSTEM	12354253	1/15/09	20100176950	7/15/10
Flexible Simulated Currency Pack Tracking Unit	13491125	6/7/12	20120242485	9/27/12
ASSET TRACKING DEVICE CONFIGURED TO SELECTIVELY RETAIN INFORMATION DURING LOSS OF COMMUNICATION	14719541	5/22/15	20160343224	11/24/16