

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4669413

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EXTRATECH SYSTEMS, LLC	10/31/2017
RECEIVING PARTY DATA		
Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION	
Street Address:	2000 MCKINNEY AVE, SUITE 700	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	62386299	
Application Number:	15360115	
PCT Number:	US2016063522	
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:	emcqueen@mcsllaw.com	
Correspondent Name:	ED MCQUEEN	
Address Line 1:	2501 N HARWOOD, SUITE 1800	
Address Line 4:	DALLAS, TEXAS 75201	
NAME OF SUBMITTER:	ED MCQUEEN	
SIGNATURE:	/egm/	
DATE SIGNED:	11/01/2017	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of October 31, 2017, is between EXTRATECH SYSTEMS, LLC, a Delaware limited liability company (the "Grantor"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION (together with his successors and assigns, the "Secured Party").

RECITALS

WHEREAS, Grantor has entered into that certain Guaranty Agreement dated on or about even date herewith in favor of Secured Party (as amended from time to time, the "Security Agreement")

WHEREAS, Secured Party and Grantor have entered into that certain Security Agreement dated on or about even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms of the Security Agreement, Grantor granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents and patent applications, all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, the right to sue for past, present and future infringements and dilutions thereof, and all of Grantor's rights corresponding thereto throughout the world ("Patents") and all licenses held by Grantor related to the Patents (the "Licenses") together with the goodwill of the business symbolized by the Patents of Grantor and all proceeds thereof, to secure the payment of all indebtedness, liabilities and obligations of Grantor to Secured Party under the Guaranty Agreement, the Security Agreement, the other documents, instruments and agreements entered into in connection therewith, and otherwise (the "Obligations");

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver to Secured Party this Patent Security Agreement;

AGREEMENT

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders,

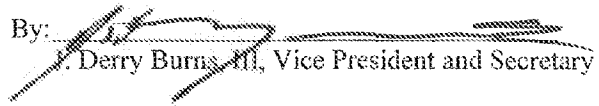
and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank.]

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

GRANTOR:

EXTRATECH SYSTEMS, LLC,
a Delaware limited liability company

By:  J. Derry Burns, III, Vice President and Secretary

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: _____
Brian Walsh, Senior Vice President

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

GRANTOR:

EXTRATECH SYSTEMS, LLC,
a Delaware limited liability company

By: _____
J. Derry Burns, III, Vice President and Secretary

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: Brian Walsh
Brian Walsh, Senior Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Owner - Name	Case Ref.	Application No.	Application Date	Registration No.	Registration Date	Title	Case Status	Country	Property Type
ExtraTech Systems, LLC	141305-1000	62/386299	Nov-25-2015			ESD TESTER	Expired at end of life	United States of America	Patent
ExtraTech Systems, LLC	141305-1001	15/360115	Nov-23-2016			ESD TESTER	Published	United States of America	Patent
ExtraTech Systems, LLC	141305-2000	PCT/US2016/063522	Nov-23-2016			ESD TESTER	Published	Patent Cooperation Treaty	Patent