

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4695777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ERMC AVIATION LLC	11/17/2017
RECEIVING PARTY DATA	
Name:	WHITEHORSE LENDING, LLC, AS THE COLLATERAL AGENT
Street Address:	1450 BRICKELL AVENUE, 31ST FLOOR
Internal Address:	ATTN: JAVIER CASILLAS
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6658685
Patent Number:	RE39063
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	LINDA R. KASTNER, C/O LATHAM & WATKINS
Address Line 1:	330 N. WABASH AVENUE
Address Line 2:	SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611
NAME OF SUBMITTER:	LINDA KASTNER
SIGNATURE:	/lk/
DATE SIGNED:	11/17/2017
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 17th day of November, 2017, between ERMCA Aviation LLC (the "Grantor"), and WHITEHORSE LENDING, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, "the Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SecurAmerica, LLC, a Georgia limited liability company ("SecurAmerica"), American Security Programs, Inc., a Virginia corporation ("American Security"), ERMCA LLC, a Delaware limited liability company ("ERMCA"), ERMCA of America, LLC, a Louisiana limited liability company ("ERMCA America"), SecurAmerica Corp., a California corporation ("SA Corp"), ERMCA Aviation LLC, a Delaware limited liability company ("ERMCA Aviation" and together with SecurAmerica, American Security, ERMCA, ERMCA America and SA Corp, the "Borrowers"), the other Persons party thereto from time to time as Guarantors, Whitehorse Lending, LLC, as Administrative Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of November 17, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Patent Security 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, the 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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in and Lien on all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(i) any and all of the Grantor's patents listed or required to be listed on Schedule I hereto, (ii) all renewals thereof, (iii) 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 other violations thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all of each Grantor's rights corresponding to the foregoing throughout the world.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. 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 agreement. In proving this Patent Security Agreement 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 hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. 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 Patent Security 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. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so

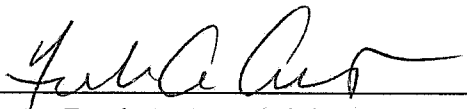
transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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.

GRANTOR:

ERMC AVIATION LLC

By: 

Name: Frank A. Argenbright, Jr.

Title: Chairman

[Signature Page to Patent Security Agreement]

PATENT
REEL: 044164 FRAME: 0953

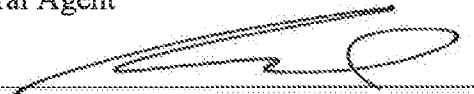
**ACCEPTED AND ACKNOWLEDGED
BY:**

**WHITEHORSE LENDING, LLC, as the
Collateral Agent**

By: _____

Name: Richard Siegel

Title: Authorized Signatory



[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Patent No./ Publication No./ Application No.	Country	Issue Date/ Pub. Date/ App. Date	Title	Inventor(s)	Current Owner	Status
6,658,685	US	12/09/2003/ 07/10/2002	AIRPORT BRIDGE AND LIFT	William Clay Ratliff Fredrick Keish James Angel William Dorrrough	ERMC Aviation LLC	LIVE
RE39063	US	04/18/2006/ 09/17/2004	AIRPORT BRIDGE AND LIFT	William Clay Ratliff Fredrick C. Keish	ERMC Aviation LLC	LIVE