

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4701226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLAKE & PENDLETON, INC.	11/16/2017
RECEIVING PARTY DATA	
Name:	THE BRAND BANKING COMPANY
Street Address:	3328 PEACHTREE ROAD, SUITE 400
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14853096
CORRESPONDENCE DATA	
Fax Number:	(404)322-6050
<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:	allison.lynch@nelsonmullins.com
Correspondent Name:	BRAD WAHL
Address Line 1:	201 17TH ST NW SUITE 1700
Address Line 4:	ATLANTA, GEORGIA 30363
NAME OF SUBMITTER:	BRADLEY E. WAHL
SIGNATURE:	/Bradley E. Wahl/
DATE SIGNED:	11/22/2017
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 16, 2017, is made by BLAZER INTERCO, INC. ("Blazer"), BLAKE & PENDLETON, INC. ("Blake"), and CASE ENGINEERING, INC. ("Case"; with each of Blazer, Blake and Case referred to individually as a "Debtor" and collective as the "Debtors"), in favor of and THE BRAND BANKING COMPANY ("Bank")

WITNESSETH:

WHEREAS, Debtors and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Debtors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Debtors thereunder, each of Debtors hereby agrees with Bank as follows:

Section 1. Defined Terms.

(a) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"Patents" shall mean (a) all letters patent of the United States, any other country or any political subdivision thereof and all reissues and extensions thereof, including any of the foregoing referred to in Schedule 1 (if any), (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1 (if any), (c) all rights to obtain any reissues or extensions of the foregoing, and (d) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"Patent License" shall mean all agreements, whether written or oral, providing for the grant by or to any Debtor of any right to manufacture, use, sell, offer for sale or import any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 1.

(b) Other capitalized terms used herein without definition are used as defined in the Loan Agreement. Any requirement that a Debtor pay or reimburse the attorney's fees and expenses of Bank or any Person entitled to be indemnified by such Debtor shall be construed to mean the fees and expenses of outside counsel calculated at standard hourly rates for work actually performed, rather than a percentage of principal and interest as provided in O.C.G.A. § 13-1-11.

Section 2. Grant of Security Interest in Patent Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each of Debtors, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Patent Collateral*"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Debtor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Each Debtor represents and warrants that Schedule 1 hereto contains a complete list of all applications and registrations for Patents of (or owned by) each Debtor.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Loan Agreement, the provisions of the Loan Agreement shall govern.

Section 4. Debtors Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents 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. Any scan or other electronic copy of a manually signed original counterpart of this Patent Security Agreement or any document or agreement executed in connection with this Patent Security Agreement may be delivered by facsimile or electronic mail and the effectiveness of this Patent Security Agreement or such

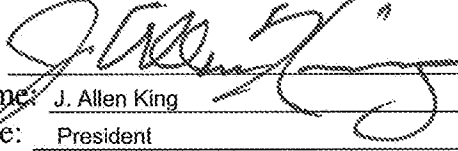
other document or agreement and the signature hereon or thereon shall have the same force and effect as a manually signed original and shall be binding on the signing party.

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 (EXCLUDING ITS CONFLICT OF LAWS PROVISIONS IF SUCH PROVISIONS WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

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

BLAZER INTERCO, INC.

By: 
Name: J. Allen King
Title: President

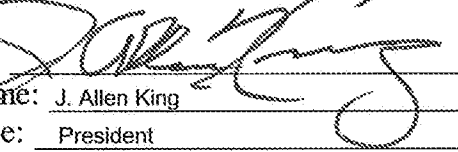
[SEAL]

BLAKE & PENDLETON, INC.

By: 
Name: J. Allen King
Title: President

[SEAL]

CASE ENGINEERING, INC.,

By: 
Name: J. Allen King
Title: President

[SEAL]

ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By: _____
Holly Sims, Senior Vice President

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

BLAZER INTERCO, INC.

By: _____
Name: _____
Title: _____

[SEAL]

BLAKE & PENDLETON, INC.

By: _____
Name: _____
Title: _____

[SEAL]

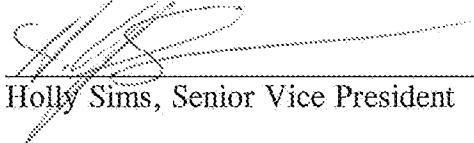
CASE ENGINEERING, INC.

By: _____
Name: _____
Title: _____

[SEAL]

ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By:  _____
Holly Sims, Senior Vice President

Patent Security Agreement

Schedule 1

Patents:

<u>Owner</u>	<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>
Blake & Pendleton, Inc.	Method to Optimize Regulated Pressure to a Cyclical Air Application	14/853,096	9/14/2015	Pending