

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4701857

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRAVIS BODY AND TRAILER, INC.	11/16/2017
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	10 SOUTH WACKER DRIVE	
Internal Address:	REED SMITH, LLP	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6719360
CORRESPONDENCE DATA		
Fax Number:	(312)207-6400	
<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>		
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Correspondent Name:	DAVID F. HAYES	
Address Line 1:	10 SOUTH WACKER DRIVE	
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NAME OF SUBMITTER:	DAVID F. HAYES	
SIGNATURE:	/DAVID F. HAYES/	
DATE SIGNED:	11/21/2017	
Total Attachments: 4		
source=06. Grant of Patent Security Interest (Travis Body and Trailer Inc.)#page1.tif		
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GRANT OF PATENT SECURITY INTEREST

November 16, 2017

WHEREAS, Travis Body and Trailer, Inc., a Texas corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 27, 2016, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of June 2, 2017 (as amended and as further amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”) by and among Wells Fargo Bank, National Association, a national banking association, with a place of business located at 10 South Wacker Drive, 16th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all other Lenders from time to time a party thereto (“**Lenders**”), Wells Fargo Securities, LLC and J.P. Morgan Securities LLC, as joint lead arrangers and joint bookrunners, all other Lenders, Federal Signal Corporation, a Delaware corporation (“**US Borrower**”), and certain Foreign Subsidiaries of US Borrower from time to time party thereto as Non-US Borrowers (collectively, the “**Non-US Borrowers**” and each a “**Non-US Borrower**”, together with the US Borrower, collectively the “**Borrowers**”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Secured Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Banks**”); and

WHEREAS, Borrowers may from time to time enter into one or more secured cash management agreements (collectively, the “**Secured Cash Management Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “**Cash Management Banks**”); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of January 27, 2016 (said Amended and Restated Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all

of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

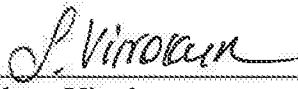
Notwithstanding anything contained herein to the contrary, the term Patent Collateral shall not include items expressly excluded from the definition of "Collateral" pursuant to Section 1 of the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

TRAVIS BODY AND TRAILER, INC., a
Texas corporation

By: 
Name: Svetlana Vinokur
Title: Vice President and Treasurer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST
(TRAVIS BODY AND TRAILER, INC.)**

Patents Issued:

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent/Design No.</u>	<u>Description/Reference</u>	<u>Issue Date</u>
Travis Body and Trailer, Inc.	US	10/267089	6719360	TRAILER BODY CONSTRUCTION	4/13/2004

Patents Pending:

None.