

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4736983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FLO-TECH, LLC	12/15/2017
RECEIVING PARTY DATA	
Name:	OPUS BANK, AS COLLATERAL AGENT
Street Address:	19900 MACARTHUR BOULEVARD, 12TH FLOOR
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	13942915
Patent Number:	9284510
Patent Number:	9428710
Patent Number:	9069290
Application Number:	15375819
Application Number:	29472686
Patent Number:	9317006
Patent Number:	9046813
Patent Number:	9643438
Patent Number:	D753761
Patent Number:	9651896
Patent Number:	9557686
Application Number:	15406924
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<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:	404-572-3431
Email:	cfraser@kslaw.com
Correspondent Name:	CAROL FRASER, PARALEGAL
Address Line 1:	1180 PEACHTREE STREET
PATENT	

Address Line 2: KING & SPALDING LLP
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER: FLEXPRI-22036.015001

NAME OF SUBMITTER: CAROL FRASER

SIGNATURE: //Carol Fraser//

DATE SIGNED: 12/15/2017

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 15, 2017, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of OPUS BANK (“*Opus*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, FLEXPRINT INTERMEDIATE, LLC, a Delaware limited liability company (“*Holdings*”), FLEXPRINT, LLC, an Arizona limited liability company (“*FlexPrint*”), FLEXPRINT CORPORATE ACQUISITION COMPANY, a Delaware corporation (“*Caltronics Buyer*”; and together with FlexPrint, each, individually, a “*Borrower*” and collectively, the “*Borrowers*”), the Subsidiaries of the Credit Parties that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Opus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into an Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 13, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to an Amended and Restated Guaranty and Security Agreement dated as of December 13, 2017 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each 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 such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the “*Patent Collateral*”):

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

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, 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 all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, 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 the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor 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 (including by facsimile or other electronic means), 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.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

FLO-TECH, LLC, as Grantor

By: 

Name: Mike Weetman

Title: Chief Financial Officer

SCHEDULE I
TO

PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

TITLE	APP. NO.	APP. DATE	PATENT NO.	RECORD OWNER	STATUS
ALERT MANAGEMENT SYSTEM	13/942,915	7/16/2013		Flo-Tech, LLC	Pending, request for continued examination filed on 20171109
LUBRICANT COATING FOR LASER PRINTER WIPER BLADES	13/932,825	7/1/2013	9,284,510	Flo-Tech, LLC	Issued and in force
LUBRICANT COATING FOR LASER PRINTER WIPER BLADES	14/963,587	12/9/2015	9,428,710	Flo-Tech, LLC	Issued and in force
METHOD FOR REMANUFACTURING TONER CARTRIDGES	14/230,724	3/31/2014	9,069,290	Flo-Tech, LLC	Issued and in force
METHOD FOR REMANUFACTURING TONER CARTRIDGES	15/375,819	12/12/2016		Flo-Tech, LLC	Pending, rejected as of 20171101
TONER CARTRIDGE SEAL	29/472,686	11/14/2013		Flo-Tech, LLC	Issued and in force
LASER PRINT CARTRIDGE WITH REMOVABLE PAPER CLEANING ASSEMBLY	14/087,974	11/22/2013	9,317,006	Flo-Tech, LLC	Issued and in force
PRINTER CARTRIDGE WITH TONER WALL	14/147,264	1/3/2014	9,046,813	Flo-Tech, LLC	Issued and in force
PRINTER CARTRIDGE PIN EXPOSURE AND REMOVAL	14/324,499	7/7/2014	9,643,438	Flo-Tech, LLC	Issued and in force

TITLE	APP. NO.	APP. DATE	PATENT NO.	RECORD OWNER	STATUS
APPARATUS					
CARTRIDGE PIN EXTRACTOR	29/504,987	10/10/2014	D753,761	Flo-Tech, LLC	Issued and in force
CARTRIDGE PIN EXTRACTOR	CN201530092375F	20150410		Flo-Tech, LLC	Issued and in force
METHOD FOR REMANUFACTURING TONER CARTRIDGES	14/324,483	7/7/2014	9,651,896	Flo-Tech, LLC	Issued and in force
METHOD FOR REMANUFACTURING TONER CARTRIDGES	EP20150174713	20150701		Flo-Tech, LLC	Pending (per espace from the European Patent Office)
METHOD FOR REMANUFACTURING TONER CARTRIDGES	MX20150008748	20150706		Flo-Tech, LLC	Issued and in force (per espace from the EPO)
METHOD FOR REMANUFACTURING TONER CARTRIDGES	CN201510393898	20150707		Flo-Tech, LLC	Pending (per espace from the EPO)
METHOD FOR REMANUFACTURING TONER CARTRIDGES	TH20151003903	20150707		Flo-Tech, LLC	Pending (per espace from the EPO)
SPRING BEARING FOR USE IN A DEVELOPER CARTRIDGE ROLLER SYSTEM	14/695,420	4/24/2015	9,557,686	Flo-Tech, LLC	Pending (per espace from the EPO)
SPRING BEARING FOR USE IN A TONER CARTRIDGE ROLLER SYSTEM.	MX20160005199	20160421		Flo-Tech, LLC	Pending (per espace from the EPO)
TONER CARTRIDGE REPLACEMENT SEAL	15/406,924	1/16/2017		Flo-Tech, LLC	Pending

2. PATENT APPLICATIONS: None.

3. PATENT LICENSES: None.

PATENT

REEL: 044407 FRAME: 0200

RECORDED: 12/15/2017