

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4739619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POLAR TANK TRAILER, LLC	12/15/2017
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15190590
Application Number:	15287183
Application Number:	15344749
Application Number:	15089641
CORRESPONDENCE DATA	
Fax Number:	(214)661-4899
<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:	214.953.6500
Email:	daltmdept@bakerbotts.com
Correspondent Name:	WHITNEY BOSWORTH, BAKER BOTTS L.L.P.
Address Line 1:	2001 ROSS AVENUE
Address Line 2:	SUITE 700
Address Line 4:	DALLAS, TEXAS 75201-2980
ATTORNEY DOCKET NUMBER:	006659.0178
NAME OF SUBMITTER:	WHITNEY BOSWORTH
SIGNATURE:	/Whitney Bosworth/
DATE SIGNED:	12/18/2017
Total Attachments: 5	

source=Polar - Patent Security Agreement (Polar and Cortland Capital) (Dec 15 2017)#page1.tif
source=Polar - Patent Security Agreement (Polar and Cortland Capital) (Dec 15 2017)#page2.tif
source=Polar - Patent Security Agreement (Polar and Cortland Capital) (Dec 15 2017)#page3.tif
source=Polar - Patent Security Agreement (Polar and Cortland Capital) (Dec 15 2017)#page4.tif
source=Polar - Patent Security Agreement (Polar and Cortland Capital) (Dec 15 2017)#page5.tif

THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF JUNE 4, 2015, AMONG EACH LOAN PARTY (AS DEFINED THEREIN), CORTLAND CAPITAL MARKET SERVICES LLC, AS SUBORDINATED AGENT (AS DEFINED THEREIN) AND ALLY BANK, AS SENIOR AGENT (AS DEFINED THEREIN), UNDER WHICH THIS AGREEMENT AND EACH LOAN PARTY'S OBLIGATIONS HEREUNDER ARE SUBORDINATED IN THE MANNER SET FORTH THEREIN TO THE PRIOR PAYMENT OF CERTAIN OBLIGATIONS TO THE HOLDERS OF SENIOR INDEBTEDNESS (AS DEFINED THEREIN).

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of December 15, 2017, by each of the undersigned (collectively, the "Grantors"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of June 4, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), among ENTRANS INTERNATIONAL, LLC, a Delaware limited liability company, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and CORTLAND CAPITAL MARKET SERVICES LLC, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Secured Parties.

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

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by such Grantor (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth in Schedule I.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of the Agent with respect to the liens on and security interests 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. In the event that any provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Cortland Capital Market Services LLC, as Agent, pursuant to this Patent Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Cortland Capital Market Services LLC, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination Agreement and the terms of this Patent Security Agreement, the terms of the Subordination Agreement shall govern and control.

[Remainder of page intentionally left blank]

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.

POLAR TANK TRAILER, LLC

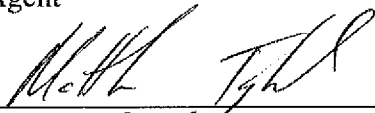
By: *R. Iglesias*
Name: Ricardo Iglesias
Title: Vice President - Finance, Secretary
and Treasurer

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 044423 FRAME: 0498

ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 

Name: Matthew Trybula

Title: Associate Counsel

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 044423 FRAME: 0499

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS AND ISSUED PATENTS

OWNER	TITLE	COUNTRY	APP. NO.	APP./ FILING DATE	PATENT/ PUB. NO.	ISSUE /REG./ PUB. DATE
Polar Tank Trailer, LLC	AUTOMATICALLY DEPLOYING LIFT AXLE CONTROL SYSTEM	US	15/190590	June 23, 2016	20170021687	January 26, 2017
Polar Tank Trailer, LLC	INSULATED REAR HEAD FOR STORAGE TANK	US	15/287183	October 6, 2016	20170101261	April 13, 2017
Polar Tank Trailer, LLC	Automatic Product Pump Drive and Controlled Area Network System For Vehicles	US	15/344749	November 6, 2015	20170190276	July 6, 2017
Polar Tank Trailer, LLC	Drain spout for sanitary trailers	US	15/089641	April 4, 2016	20170283119	October 5, 2017