

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4742418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
POTTER ELECTRIC SIGNAL COMPANY, LLC	12/19/2017

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	9435682
Patent Number:	8928191
Patent Number:	8640522
Patent Number:	8193665
Patent Number:	7992527
Patent Number:	7706989
Patent Number:	7630839
Patent Number:	7530402
Patent Number:	7317993
Patent Number:	7293576
Patent Number:	7243540
Patent Number:	7137408
Patent Number:	6945509
Patent Number:	6940409
Patent Number:	6926023
Patent Number:	6904800
Patent Number:	6860331
Patent Number:	6841125
Patent Number:	6517617
Patent Number:	6471255

PATENT

Property Type	Number
Patent Number:	6243001
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312.577.8034
Email:	oscar.ruiz@kattenlaw.com
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-424
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/19/2017
Total Attachments: 6	
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This PATENT SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and or supplemented from time to time, this "Patent Security Agreement") dated as of December 19, 2017, is made by Potter Electric Signal Company, LLC ("Grantor") in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 19, 2017 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Credit Agreement"), by and among Potter Holdco, Inc., a Delaware corporation ("Holdings" and, at all times prior to the Closing Date Assignment and Assumption, the "Initial Borrower") and, immediately following the consummation of the Closing Date Acquisition and the Closing Date Assignment and Assumption, Grantor, Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of Agent (the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Patent Collateral. 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, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

b. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals 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, without limitation, 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.

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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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 is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

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.

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

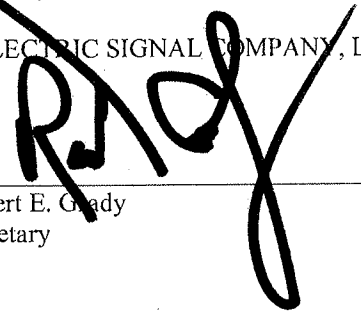
Very truly yours,

POTTER ELECTRIC SIGNAL COMPANY, LLC,
as Grantor

By: _____

Name: Robert E. Gady

Title: Secretary

A large, stylized handwritten signature in black ink, appearing to read 'R. Gady', is written over the signature line and extends upwards into the company name area.

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,

as Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

[PATENT SECURITY AGREEMENT]

PATENT
REEL: 044440 FRAME: 0730

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

Title	Country	Filing Date	Patent No.	Owner
Systems and methods for remote testing of a flow switch	USA	1/27/14	9435682	Potter Electric Signal Company, LLC
Multi-protocol fire-alarm strobe synchronization	USA	5/2/12	8928191	Potter Electric Signal Company, LLC
Systems and methods for remote testing of a flow switch	USA	5/18/11	8640522	Potter Electric Signal Company, LLC
Multi-protocol fire-alarm strobe synchronization	USA	6/5/09	8193665	Potter Electric Signal Company, LLC
Water feed controller for a boiler	USA	12/9/05	7992527	Potter Electric Signal Company, LLC
Methods for detecting fluid surge conditions	USA	4/9/08	7706989	Potter Electric Signal Company, LLC
Fluid detector recognizing foam and surge conditions	USA	1/7/08	7630839	Potter Electric Signal Company, LLC
Water column supervisory switch	USA	5/6/06	7530402	Potter Electric Signal Company, LLC
Fluid detector recognizing foam and surge conditions	USA	3/15/06	7317993	Potter Electric Signal Company, LLC
Single-piece manifold with reduced pressure arrangement	USA	3/28/05	7293576	Potter Electric Signal Company, LLC
Low-water cut-off system	USA	12/5/03	7243540	Potter Electric Signal Company, LLC
Universal valve switch	USA	8/23/05	7137408	Potter Electric Signal Company, LLC
Universal valve switch	USA	1/28/03	6945509	Potter Electric Signal Company, LLC
Fluid flow detector	USA	8/8/12	6940409	Potter Electric Signal Company, LLC
Automatic air release system with shutoff valve	USA	1/30/04	6926023	Potter Electric Signal Company, LLC
Low-water cut-off system	USA	5/24/02	6904800	Potter Electric Signal Company, LLC

Single-piece manifold	USA	11/14/01	6860331	Potter Electric Signal Company, LLC
Method and apparatus to clean and apply foamed corrosion inhibitor to ferrous surfaces	USA	1/15/03	6841125	Potter Electric Signal Company, LLC
Method and apparatus to clean and apply foamed corrosion inhibitor to ferrous surfaces	USA	9/20/01	6517617	Potter Electric Signal Company, LLC
Anti-rotation arrangement for a detection device assembly	USA	3/13/00	6471255	Potter Electric Signal Company, LLC
Variable intensity visual signaling system	USA	11/10/98	6243001	Potter Electric Signal Company, LLC