

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4804769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ROBOVENT PRODUCTS GROUP, INC.	01/31/2018
PERMATRON CORPORATION	01/31/2018

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 SOUTH WACKER DR, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	8800243
Patent Number:	9844745
Patent Number:	9868083
Application Number:	14503912
Application Number:	15221684
Application Number:	15283618
Application Number:	15381482
Patent Number:	5809800
Patent Number:	6758875
Patent Number:	8458961
Patent Number:	8460417
Patent Number:	9468879
Application Number:	15843226
PCT Number:	US1667176
Application Number:	15812961
Application Number:	15813675
PCT Number:	US1761773
Application Number:	62503377
Application Number:	29603094

PATENT

Property Type	Number
Application Number:	29603097
Application Number:	62505639
Application Number:	62511919
Application Number:	62526149
Application Number:	15812985

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.031
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	02/01/2018

Total Attachments: 6

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- source=Air Filtration Patent Security Agreement#page2.tif
- source=Air Filtration Patent Security Agreement#page3.tif
- source=Air Filtration Patent Security Agreement#page4.tif
- source=Air Filtration Patent Security Agreement#page5.tif
- source=Air Filtration Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 31, 2018, by ROBOVENT PRODUCTS GROUP, INC., a Michigan corporation, and PERMATRON CORPORATION, an Illinois corporation (collectively, the "Grantors", and each individually, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among the Grantors and certain of their Affiliates, as "Borrowers" thereunder, Agent and the financial institutions from time to time party thereto ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of each Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor and certain affiliates of each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 have the meanings given to them in the Credit Agreement or the Collateral Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

6. GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature pages follow]

IN WITNESS WHEREOF, Grantors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROBOVENT PRODUCTS GROUP, INC.

By: 
Name: Daniel Skowronski
Its: Treasurer

PERMATRON CORPORATION

By: _____
Name: Gerald Saltarelli
Its: Secretary and Treasurer

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ROBOVENT PRODUCTS GROUP, INC.

By: _____

Name: Daniel Skowronski

Its: Treasurer

PERMATRON CORPORATION

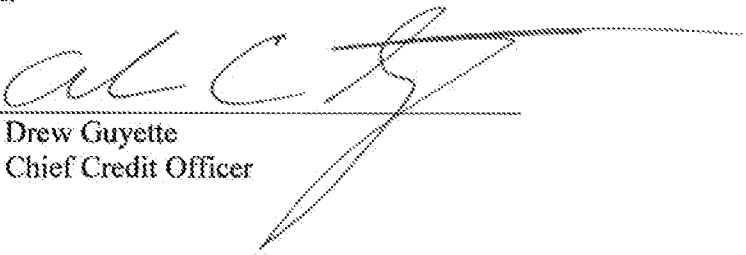
By:  _____

Name: Gerald Saltarelli

Its: Secretary and Treasurer

AGREED TO AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
MODULAR WORK STATION WITH AIR COLLECTOR	8800243	8/12/14	Robovent Products Group, Inc.
CONTROLLED PULSE AIR FILTER SYSTEM	9844745	12/19/17	Robovent Products Group, Inc.
FILTER MEDIA CARTRIDGE	9868083	1/16/18	Robovent Products Group, Inc.
CENTRIFUGAL SPARK ARRESTOR ASSEMBLY	14503912 (Application No.)	10/1/14 (Filing Date)	Robovent Products Group, Inc.
FILTER SYSTEM WITH INTEGRAL ON BOARD COMPRESSED AIR GENERATOR	15221684 (Application No.)	7/28/16 (Filing Date)	Robovent Products Group, Inc.
CROSS FLOW TABLE	15283618 (Application No.)	10/3/16 (Filing Date)	Robovent Products Group, Inc.
MINIMUM FLOOR SPACE COMMERCIAL AIR FILTER	15381482 (Application No.)	12/16/16 (Filing Date)	Robovent Products Group, Inc.
REMOVABLE DEBRIS FILTER FOR AN AIR CONDITIONING CONDENSING UNIT	5809800	9/22/98	Permatron Corporation
AIR CLEANING SYSTEM FOR A ROBOTIC WELDING CHAMBER	6758875	7/6/04	Robovent Products Group, Inc.
MODULAR WORK STATION WITH AIR COLLECTOR	8458961	6/11/13	Robovent Products Group, Inc.
PORTABLE AIR FILTRATION SYSTEM	8460417	6/11/13	Robovent Products Group, Inc.
CONTROLLED PULSE AIR FILTER SYSTEM	9468879	10/18/16	Robovent Products Group, Inc.
CONTROLLED PULSE AIR FILTER SYSTEM	15843226		Robovent Products Group, Inc.
MINIMUM FLOOR SPACE COMMERCIAL AIR FILTER	PCT/US2016/06717 6	12/16/16	Robovent Products Group, Inc.
STREAMLINE HOOD FOR WORK STATIONS	15812961	11/15/17	Robovent Products Group, Inc.
REMOTE MONITORING SYSTEMS	15813675	11/15/17	Robovent Products Group, Inc.
REMOTE MONITORING SYSTEMS	PCT/US2017/61773	11/15/17	Robovent Products Group, Inc.
HORIZONTAL ELONGATED INDUSTRIAL AIR FILTER	62503377	5/5/17	Robovent Products Group, Inc.
DUST CONTAINMENT	29603094	5/5/17	Robovent Products Group, Inc.
CONTAINMENT WITH STANDARD VALVE	29603097	5/5/17	Robovent Products Group, Inc.
SPARK ARRESTOR	62505639	5/12/17	Robovent Products Group, Inc.
ROBOTIC WELDING FUME EXTRACTION SYSTEM	62511919	5/26/17	Robovent Products Group, Inc.
ROBOTIC WELDING SWIVEL HOOD FUME EXTRACTION SYSTEM	62526149	6/28/17	Robovent Products Group, Inc.
AIR FILTER GRID SYSTEM	15812985	11/14/2017	Robovent Products Group, Inc.