

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4842495

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	B&B ROADWAY AND SECURITY SOLUTIONS, LLC	02/27/2018
RECEIVING PARTY DATA		
Name:	CADENCE BANK, N.A.	
Street Address:	2800 POST OAK BOULEVARD, 38TH FLOOR	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77056	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7736084	
Patent Number:	7818920	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	sbayer@nathansommers.com	
Correspondent Name:	SHANNA BAYER	
Address Line 1:	2800 POST OAK BOULEVARD, 61ST FLOOR	
Address Line 4:	HOUSTON, TEXAS 77056	
NAME OF SUBMITTER:	SHANNA BAYER	
SIGNATURE:	/s/ Shanna Bayer	
DATE SIGNED:	02/27/2018	
Total Attachments: 5		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made this 27th day of February, 2018, between B&B ROADWAY AND SECURITY SOLUTIONS, LLC, a Delaware limited liability company, having a place of business at 15191 Hwy 243, Russellville, Alabama 35654 ("Grantor"), and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38th Floor, Houston, Texas 77056, as agent for Lenders (hereinafter defined) ("Agent").

WHEREAS, Grantor owns the Patents and Patent Applications (collectively, the "Patents") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, BBRSS Company LLC, a Delaware limited liability company, Empeiria BBRSS Holdings LLC, a Delaware limited liability company, the financial institutions described therein as lenders (collectively, "Lenders"), and Agent have entered into that certain Credit Agreement dated as of February 27, 2018 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of even date herewith between Grantor and Agent, as agent for Lenders (the "Security Agreement"), Grantor has granted to Agent a security interest in all of its patents, trademarks and copyrights owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Agent a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained herein to the contrary, IP Collateral shall not include any Excluded Property (as defined in the Credit Agreement).
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the

Uniform Commercial Code as adopted by the State of New York as in effect from time to time.

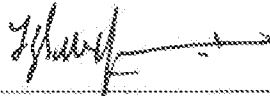
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IN WITNESS WHEREOF, the parties hereto have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR:

B&B ROADWAY AND SECURITY SOLUTIONS,
LLC

By: BBRSS Company LLC, its sole member

By: 

Joseph Fong
Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT
REEL: 045052 FRAME: 0428

AGENT:

CADENCE BANK, N.A.

By: Rachel Heath
Rachel Heath
Assistant Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT
REEL: 045052 FRAME: 0429

SCHEDULE A

Registered Patents				
Country	Patent	Owner	Registration No.	Registration Date
USA	Payout Brake	Grantor	7736084	06/15/2010
USA	Barrier Gate with Torque Limiter	Grantor	7818920	10/26/2010

Pending Patent Applications				
Country	Patent	Owner	Application No.	Filing Date
NONE	NONE	NONE	NONE	NONE