

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4842711

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:	FIDUS INVESTMENT CORPORATION	
Street Address:	1603 ORRINGTON AVE., SUITE 1005	
City:	EVANSTON	
State/Country:	ILLINOIS	
Postal Code:	60201	
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>		
Phone:	7043778156	
Email:	jcarusone@robinsonbradshaw.com	
Correspondent Name:	JENNIFER CARUSONE	
Address Line 1:	101 N. TRYON STREET, SUITE 1900	
Address Line 2:	ROBINSON, BRADSHAW & HINSON, P.A.	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246	
ATTORNEY DOCKET NUMBER:	18865.00127	
NAME OF SUBMITTER:	JENNIFER CARUSONE	
SIGNATURE:	/Jennifer Carusone/	
DATE SIGNED:	02/27/2018	
Total Attachments: 5		
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Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("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 Highway 234, Russellville, Alabama 35654 ("Grantor"), and FIDUS INVESTMENT CORPORATION, a Maryland corporation, having a place of business at 1603 Orrington Avenue, Suite 1005, Evanston, Illinois 60201, 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 Senior Subordinated 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 February 27, 2018, 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, trademarks and copyrights 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.
3. Notwithstanding anything herein to the contrary, the security interests granted to the Agent pursuant to the terms hereof and the exercise of any right or remedy by the Agent or the Lenders hereunder are subject to the provisions of that certain Intercreditor and Subordination Agreement dated as of the date hereof between Agent, Lenders and Cadence Bank, N.A., as Senior Agent ("Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything that may be contained herein to the contrary, all of the provisions of the Agreement, including the covenants of Grantor contained herein and all of the rights, remedies and powers provided for herein, are subject to the provisions of the Intercreditor Agreement (it being understood that any breach by Grantor of its obligations hereunder or thereunder shall nonetheless constitute a default (and to the extent provided herein, an Event of Default (as defined in the Credit Agreement)) hereunder, as applicable, notwithstanding the foregoing, except to the extent such Grantor complies with its obligations under the Intercreditor Agreement regarding endorsement, assignment or delivery of IP Collateral).

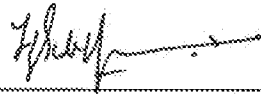
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IN WITNESS WHEREOF, the parties have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTORS:

B&B ROADWAY AND SECURITY
SOLUTIONS, LLC

By: BBRSS Company LLC, its Sole Member

By: 

Name: Joseph Fong

Title: Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGENT:

FIDUS INVESTMENT CORPORATION,
as Agent

By: _____

Name: Thomas Lauer

Title: Director

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT
REEL: 045053 FRAME: 0476

SCHEDULE A

Registered Patents				
Countr y	Patent	Owner	Registration No.	Registration Date
USA	Payout Brake	B&B Roadway and Security Solutions, LLC	7,736,084	June 15, 2010
USA	Barrier Gate with Torque Limiter	B&B Roadway and Security Solutions, LLC	7,818,920	October 26, 2010