

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4827755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ROM ACQUISITION CORPORATION	02/01/2018

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198

PROPERTY NUMBERS Total: 47

Property Type	Number
Patent Number:	6085825
Patent Number:	6092972
Patent Number:	6202807
Patent Number:	6075445
Patent Number:	6536064
Patent Number:	6461023
Patent Number:	6427749
Patent Number:	6427889
Patent Number:	6764268
Patent Number:	6971563
Patent Number:	6772732
Patent Number:	6808151
Patent Number:	7040868
Patent Number:	7055546
Patent Number:	7156133
Patent Number:	7798470
Patent Number:	7161329
Patent Number:	7112022
Patent Number:	7536756
Patent Number:	7926186

PATENT

Property Type	Number
Patent Number:	7849871
Patent Number:	8002083
Patent Number:	8517696
Patent Number:	8191848
Patent Number:	8839876
Patent Number:	8344871
Patent Number:	8844154
Patent Number:	8701709
Patent Number:	9623271
Patent Number:	8793892
Patent Number:	8511525
Patent Number:	8857689
Patent Number:	9625915
Patent Number:	8991889
Patent Number:	9150136
Patent Number:	9487148
Patent Number:	8947223
Patent Number:	9506292
Patent Number:	9481314
Patent Number:	9102482
Patent Number:	9796340
Patent Number:	9776476
Patent Number:	D557442
Patent Number:	D754410
Application Number:	13284544
Application Number:	15263303
Application Number:	15276733

CORRESPONDENCE DATA

Fax Number: (212)751-4864
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.
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Email: angela.amaru@lw.com
Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0440
NAME OF SUBMITTER:	ANGELA M. AMARU

SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	02/16/2018
Total Attachments: 6 source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page1.tif source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page2.tif source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page3.tif source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page4.tif source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page5.tif source=Safe Fleet - 1L Patent Security Agreement [Safe Fleet- ROM Acquisition]#page6.tif	

Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of February 1, 2018 (this "Agreement"), made by ROM ACQUISITION CORPORATION, a Delaware corporation (the "Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger will be merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and Goldman Sachs Bank ISA, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Patent Collateral"):

(a) any and all patents and patent applications, including those listed on Schedule I; (b) all inventions claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements or other violations thereof; (e) all rights to sue for past, present, and future infringements and other violations thereof; and (f) all rights corresponding to any of the foregoing;

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral

Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

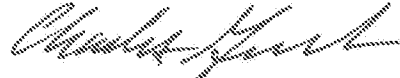
SECTION 5. **Governing Law.** **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. **Termination.** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROM ACQUISITION CORPORATION



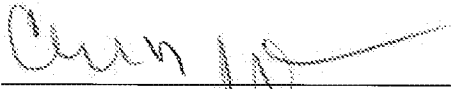
By: _____

Name: Charles D. Gessler

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  _____

Name:

Title:

Charles D. Johnston
Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by ROM Acquisition Corp.

U.S. Patent Registrations

Title	Patent No.	Issue Date
POWER-DRIVEN SHUTTER ASSEMBLY	6,085,825	7/11/2000
TRUCK MOUNTED LADDER RACK	6,092,972	7/25/2000
SPEED CONTROLLING HYDRAULIC DAMPENER	6,202,807	3/20/2001
HIGH-TEMPERATURE WARNING UNIT	6,075,445	6/13/2000
FOLDING RAMP WITH PIVOTAL LEG SUPPORT	6,536,064	3/25/2003
FOCUSED FLOODLIGHT HAVING MULTI-SECTIONAL REFLECTOR SURFACE FOR UNIFORM ILLUMINATION	6,461,023	10/8/2002
POWER-DRIVEN SHUTTER ASSEMBLY	6,427,749	8/6/2002
LADDER RACK FOR HI BAY VANS	6,427,889	8/6/2002
LADDER RACK ASSEMBLY	6,764,268	7/20/2004
STATIONARY LADDER RACK WITH DOUBLE WEDGE INTERLOCKING MECHANISM	6,971,563	12/6/2005
MANUAL THROTTLING APPARATUS	6,772,732	8/10/2004
PROTECTING APPARATUS FOR USE WITH TELESCOPING SUPPORT MEMBER	6,808,151	10/26/2004
PUMPING SYSTEM FOR CONTROLLING PUMPING SPEED DURING DISCHARGE PRESSURE FLUCTUATIONS	7,040,868	5/9/2006
FLUID INTAKE PRESSURE REGULATING SYSTEM	7,055,546	6/6/2006
LIQUID REPLENISHMENT SYSTEM	7,156,133	1/2/2007
RESCUE TOOL ADAPTERS AND METHODS OF USING SAME	7,798,470	9/21/2010
GENERATOR CONTROLLING SYSTEM	7,161,329	1/9/2007
RESTRAINING APPARATUS	7,112,022	9/26/2006
HOSE BRIDLE SYSTEM	7,536,756	5/26/2009
RELEASABLE PIKE POLE	7,926,186	4/19/2011
METHOD AND APPARATUS FOR CONTROLLING A FLUID SYSTEM	7,849,871	12/14/2010
SEARCH LINE RESCUE SYSTEM	8,002,083	8/23/2011
COMPREHENSIVE CONTROL SYSTEM FOR MOBILE PUMPING APPARATUS	8,517,696	8/27/2013
AIR TANK BRACKET WITH STRAP SUPPORTING ARMS	8,191,848	6/5/2012
HYDRAULIC SYSTEM AND METHOD FOR DELIVERING	8,839,876	9/23/2014

ELECTRICITY, WATER, AIR, AND FOAM IN A FIREFIGHTING APPARATUS		
INTEGRATED VEHICULAR SCENE/WARNING LIGHT ASSEMBLY	8,344,871	1/1/2013
INDIVIDUAL SYSTEM GEAR DRYER	8,844,154	9/30/2014
WATER SUPPLY CONTROL SYSTEM	8,701,709	4/22/2014
FIRE HOSE DEPLOYMENT DEVICE	9,623,271	4/18/2017
INDIVIDUAL GEAR DRYER SYSTEM	8,793,892	8/5/2014
ROLLER GUIDE FOR VEHICLE ROOF MOUNTED LADDER RACK	8,511,525	8/20/2013
ARTICULATED LADDER RACK FOR SEMI TRACTOR	8,857,689	10/14/2014
COMPLETE INTEGRATED FIREGROUND CONTROL SYSTEM AND METHOD	9,625,915	4/18/2017
WORK VEHICLE WITH INTEGRATED LADDER RACK	8,991,889	3/31/2015
RADIO-CONTROLLED CARGO TRUCK RAMP LOAD ASSIST SYSTEM	9,150,136	10/6/2015
CARGO TRUCK MULTI-STAGE EXTENDABLE PERSONNEL PLATFORM WITH FOLDABLE GUARDRAIL	9,487,148	11/8/2016
WARNING AND SCENE LIGHTING SYSTEM	8,947,223	2/3/2015
DOOR MOUNTED LADDER FOR CARGO VANS	9,506,292	11/29/2016
VEHICLE ROOF RACK WITH COLLAPSIBLE HANDRAIL ASSEMBLY	9,481,314	11/1/2016
FOLDING RAMP	9,102,482	8/11/2015
LOW PROFILE LADDER RACK	9,796,340	10/24/2017
SECURITY DEVICE FOR COMMERCIAL VEHICLES	9,776,476	10/3/2017
LIGHTING FIXTURE	D557,442	12/11/2007
FLAG RETIREMENT RECEPTACLE	D754,410	4/19/2016

U.S. Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
SYSTEM & METHOD FOR AUTOMATIC TANK REFILL	13/284,544	10/28/2011
TRUCK ROLL-UP DOOR INTERNAL LOCK RELEASE	15/263,303	9/12/2016
DISCHARGE VALVE FEATHER CONTROL	15/276,733	9/26/2016