

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4836046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOPKINS MANUFACTURING CORPORATION	02/12/2018
RECEIVING PARTY DATA	
Name:	THE BANK OF NOVA SCOTIA
Street Address:	720 KING STREET WEST, 2ND FLOOR
Internal Address:	C/O GWS LOAN OPERATIONS
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5V2T3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8827518
Patent Number:	9272663
Application Number:	15794898
CORRESPONDENCE DATA	
Fax Number:	(212)728-8111
<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:	2127288000
Email:	ipdept@willkie.com
Correspondent Name:	MATTHEW MAKOVER C/O WILLKIE FARR & GALLAGHER LLP
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019
NAME OF SUBMITTER:	MATTHEW S. MAKOVER
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	02/22/2018
Total Attachments: 4	
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PATENT COLLATERAL AGREEMENT

This 12th day of February, 2018, Hopkins Manufacturing Corporation, a Kansas corporation (the "*Debtor*") with its principal place of business and mailing address at 428 Peyton Street, P.O. Box 1157, Emporia, KS 66801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia ("*Scotia Capital*"), with its mailing address at c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

HOPKINS MANUFACTURING CORPORATION

By: 

Name:

Title:

James D. Davis
CFO

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature Page to Patent Collateral Agreement]

PATENT
REEL: 045417 FRAME: 0118

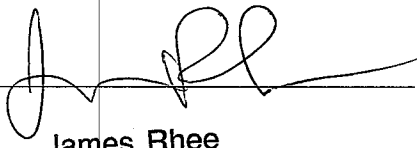
IN WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

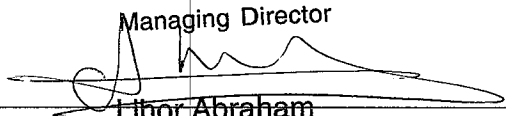
HOPKINS MANUFACTURING CORPORATION

By: _____
Name:
Title:

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Agent

By:  _____
Name:
Title: **James Rhee**
Managing Director

By:  _____
Name: **Lihor Abraham**
Title: **Associate Director**

[Signature Page to Patent Collateral Agreement]

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	INVENTOR(S)	DATE ISSUED	EXPIRATION DATE
8,827,518	UNIVERSAL TRAILER LIGHT	Thomas Smith; Steve Rovtar; Chris Riley	09/09/2014	11/09/2032
9,272,663	WIRELESS TOW LIGHT OPERATING SYSTEM	Thomas P. Smith; Roger Latimer	03/01/2016	05/20/2034

PENDING PATENT APPLICATION NUMBER	TITLE OF APPLICATION	INVENTOR	FILING DATE	OWNER
15/794,898	REMOTE VEHICLE LIGHTING CONTROL SYSTEM	N/A	10/26/2017	Hopkins Manufacturing Corporation