

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4930107

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE previously recorded on Reel 044839 Frame 0267. Assignor(s) hereby confirms the PATENT SECURITY AGREEMENT.
CONVEYING PARTY DATA	
Name	Execution Date
ARROWS UP, LLC	01/31/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	ONE NORTH FRANKLIN
Internal Address:	SUITE 2800
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	8616370
Patent Number:	8887914
Patent Number:	9617065
Patent Number:	9650216
Patent Number:	9758993
Patent Number:	9783338
Patent Number:	9796504
Patent Number:	9828135
Application Number:	62084697
Application Number:	62357023
Application Number:	61755240
Application Number:	62410089
Application Number:	15471896
Application Number:	15489074
Application Number:	15634018
Application Number:	15635850
CORRESPONDENCE DATA	

PATENT

Fax Number: (216)579-0212

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: 216.586.7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-626015
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NAME OF SUBMITTER:	DANIEL PULJIC
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SIGNATURE:	/Daniel Puljic/
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DATE SIGNED:	04/24/2018
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Total Attachments: 11

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARROWS UP, LLC	01/31/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	249 FIFTH AVENUE One North Franklin
Internal Address:	ONE PNC PLAZA Suite 2800
City:	PITTSBURGH Chicago
State/Country:	PENNSYLVANIA Illinois
Postal Code:	15222 60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	8616370
Patent Number:	8887914
Patent Number:	9617065
Patent Number:	9650216
Patent Number:	9758993
Patent Number:	9783338
Patent Number:	9796504
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Application Number:	62084697
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Application Number:	61755240
Application Number:	62410089
Application Number:	15471896
Application Number:	15489074
Application Number:	15634018

PATENT

REEL: 046014 FRAME 201928

Application Number:	15635850
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CORRESPONDENCE DATA

Fax Number: (216)579-0212
Phone: (216) 586-7021
Email: dpuljic@jonesday.com

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.

Correspondent Name: DANIEL PULJIC / JONES DAY
Address Line 1: 901 LAKESIDE AVENUE
Address Line 2: NORTH POINT
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-626015
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NAME OF SUBMITTER:	DANIEL PULJIC
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Signature:	/Daniel Puljic/
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Date:	02/06/2018
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Total Attachments: 7

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RECEIPT INFORMATION

EPAS ID: PAT4810994
Receipt Date: 02/06/2018

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of January 31, 2018, is made between ARROWS UP, LLC, a Colorado limited liability company (the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the Administrative Agent) for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent are party to that certain Second Amended and Restated Credit Agreement, dated as of November 17, 2015 (as amended and restated by that certain Omnibus First Amendment and Consent, effective as of December 31, 2015, that certain Omnibus Second Amendment, dated as of April 14, 2016, that certain Third Amendment and Waiver dated as of May 6, 2016, that certain Fourth Amendment and Joinder dated as of October 19, 2016, that certain Fifth Amendment dated as of August 14, 2017, that certain Sixth Amendment dated as of the date hereof and effective January 1, 2018 and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among OMNITRAX HOLDINGS COMBINED, INC., a Colorado corporation (“OmniTRAX Holdings”), OMNI FINANCING 1, LLC, a Colorado limited liability company (“Financing 1”), NAR FINANCING 2, LLC, a Colorado limited liability company (“Financing 2”), and ST&E FINANCING 1, LLC, a Colorado limited liability company (“Financing 3” and together with OmniTRAX Holdings, Financing 1, and Financing 2, the “Borrowers”), the various Guarantors as are or may become parties thereto, the various financial institutions as are or may become parties thereto (the “Lenders”), the Administrative Agent, PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner, and JPMorgan Chase Bank, N.A., U.S. Bank National Association and Wells Fargo Bank, National Association, as Co-Syndication Agents;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit (including the initial Borrowing) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit issued from time to time to the Borrowers by the Lenders and the Issuing Lenders pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuing Lenders to make Loans and issue Letters of Credit (including the initial Borrowing) to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Interest Rate Hedges and Foreign Currency Hedges, the Grantor agrees, for the benefit of each Secured Party, as follows.

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Attachment 1 attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon Payment in Full, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

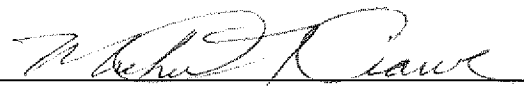
ARROWS UP, LLC

By: 

Name: Kevin Shuha

Title: Manager; CEO

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Michael T. Crowe
Title: Senior Vice President

[Patent Security Agreement – Sixth Amendment]

PATENT
REEL: 046014 FRAME: 0198

**ATTACHMENT 1
TO PATENT SECURITY AGREEMENT**

ITEM A. PATENTS

ISSUED PATENTS				
COUNTRY	PATENT NO. / APPLICATION No.	ISSUE DATE	INVENTOR(S)	TITLE
U.S.	8,616,370 / 12/914,075	12/13/2013	Allegretti, et al.	Bulk Material Shipping Container
U.S.	8,887,914 / 13/249,688	11/18/2014	Allegretti, et al.	Bulk Material Shipping Container
U.S.	9,617,065 / 14/516,292	4/11/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	9,650,216 / 14/158,158	5/16/2017	Allegretti	Bulk Material Shipping Container Unloader
U.S.	9,758,993 / 15/631,737	9/12/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	9,783,338 / 15/632,696	10/10/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	9,796,504 / 15/634,383	10/24/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	9,828,135 /	11/28/2017	Allegretti, et al.	Bulk Material Shipping Container
PENDING PATENT APPLICATIONS				
*COUNTRY	APPLICATION NO.	FILING DATE	INVENTOR(S)	TITLE
U.S.	62/084,697	11/26/2014	Allegretti	
U.S.	62/357,023	6/30/2016	Allegretti, et al.	
U.S.	61/755,240	1/22/2013	Allegretti	
U.S.	62/410,089	10/19/2016	Allegretti, et al.	
U.S.	15/471,896	3/28/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	15/489,074	4/17/2017	Allegretti	Bulk Material Shipping Container Unloader
U.S.	15/634,018	6/27/2017	Allegretti, et al.	Bulk Material Shipping Container
U.S.	15/635,850	6/28/2017	Allegretti, et al.	Bulk Material Shipping Container Unloader
Canada	2,945,454	10/13/2016	Allegretti, et al.	Bulk Material Shipping Container

Canada	2,972,322	6/29/2017	Allegretti, et al.	Bulk Material Shipping Container
Canada	2,972,323	6/29/2017	Allegretti, et al.	Bulk Material Shipping Container Unloader
EPO	11836876.0-1798/2632813	5/24/2013	Allegretti, et al.	
PATENT APPLICATIONS IN PREPARATION				
*COUNTRY	DOCKET NO.	EXPECTED FILING DATE	INVENTOR(S)	TITLE

ITEM B PATENT LICENSES

None.