

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5822613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
E.J. BROOKS COMPANY	11/14/2019
TELESIS TECHNOLOGIES, INC.	11/14/2019

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	303 PEACHTREE STREET, N.E., 25TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308

PROPERTY NUMBERS Total: 57

Property Type	Number
Patent Number:	10020627
Patent Number:	9803399
Patent Number:	9558682
Patent Number:	9495889
Patent Number:	9472125
Patent Number:	9396671
Patent Number:	9244098
Patent Number:	9146258
Patent Number:	8991879
Patent Number:	8547686
Patent Number:	8002578
Patent Number:	D643069
Patent Number:	D642536
Patent Number:	7721407
Patent Number:	D609076
Patent Number:	7616116
Patent Number:	D592984
Patent Number:	D592038
Patent Number:	7479029

PATENT

Property Type	Number
Patent Number:	7458846
Patent Number:	D578861
Patent Number:	D571637
Patent Number:	D568716
Patent Number:	D563765
Patent Number:	D553575
Patent Number:	D549073
Patent Number:	D548041
Patent Number:	7239238
Patent Number:	7232335
Patent Number:	D525110
Patent Number:	D521356
Patent Number:	D514425
Patent Number:	6981725
Patent Number:	6966584
Patent Number:	6846199
Patent Number:	6663422
Patent Number:	6663405
Patent Number:	6578886
Patent Number:	6549388
Patent Number:	6540273
Patent Number:	6520798
Patent Number:	6494508
Patent Number:	6478589
Patent Number:	6449808
Patent Number:	6409537
Patent Number:	6407666
Patent Number:	6390519
Patent Number:	6345847
Patent Number:	8854406
Patent Number:	8502850
Patent Number:	8280099
Patent Number:	D647929
Patent Number:	7676061
Application Number:	29655333
Application Number:	15864210
Application Number:	15828501
Application Number:	15291705

CORRESPONDENCE DATA**Fax Number:** (704)331-1159*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:** 7043311000**Email:** PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 100 NORTH TRYON STREET**Address Line 2:** SUITE 4700**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202-4003**ATTORNEY DOCKET NUMBER:** 410643.000337**NAME OF SUBMITTER:** JOHN SLAUGHTER**SIGNATURE:** /john slaughter/**DATE SIGNED:** 11/15/2019**Total Attachments: 7**

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 14, 2019 (this "Patent Security Agreement"), is granted by each of E.J. Brooks Company, a New Jersey corporation ("E.J. Brooks"), and Telesis Technologies, Inc., an Ohio corporation ("Telesis", and together with E.J. Brooks, the "Obligors"; and each, an "Obligor"), in favor of SunTrust Bank, in its capacity as Administrative Agent pursuant to that certain Credit Agreement, dated as of November 14, 2019 (as amended, restated, amended and restated, supplemented, increased, extended, refinanced, replaced, and/or otherwise modified in writing from time to time, the "Credit Agreement"), by and among Tyden Group Holdings Corp., a Delaware corporation (the "Parent Borrower"), Telesis, E.J. Brooks, and Stoffel Properties Corporation, a New York corporation ("Stoffel", and together with the Parent Borrower, Telesis and E.J. Brooks, the "Borrowers"; and each, a "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and SunTrust Bank, in its capacities as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), Swing Line Lender and an L/C Issuer.

WITNESSETH:

WHEREAS, the Obligors are party to that certain Security and Pledge Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Obligors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "Patents" shall mean: (a) all letters patent of the United States or any other country, and all reissues and extensions thereof; and (b) all applications for letters patent of the United States or any other country, and all divisions, continuations and continuations-in-part thereof.

SECTION 2. Grant of Security Interest in Patent Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Patent Collateral"):

- (a) all Patents of such Obligor, including, without limitation, the registered and applied-for Patents of such Obligor listed on Schedule I attached hereto or Schedule II attached hereto, as applicable; and
- (b) to the extent not covered by clause (a), all Accessions and all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The continuing security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the continuing security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the continuing security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of

this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall remain in full force and effect until the Facility Termination Date, at which time, this Agreement shall be automatically terminated, and: (a) all rights to the Collateral shall revert to the applicable Obligor, all without delivery of any instrument, or performance of or by any Person, and the Collateral shall be automatically released from the Liens created by this Agreement; and (b) the Administrative Agent shall, upon the request, and at the expense, of the Obligor, execute and/or deliver all releases of intellectual property security interests and/or other documents reasonably requested by the Obligor evidencing such termination and release.

SECTION 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by electronic imaging means (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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IN WITNESS WHEREOF, each Obligor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Obligor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

By: _____
Name:
Title:

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: Katherine Stapleton
Name: Katherine Stapleton
Title: First Vice President

Schedule I

to Patent Security Agreement

E.J. Brooks Company
(a New Jersey corporation)

Issued U.S. Patents

Title	Patent No.	Issue Date
WATTHOUR METER BLOCK WITH SAFETY SHIELD	10020627	07/10/18
THERMOPLASTIC SECURITY SEAL WITH COVERED LOCKING RECESS	9803399	10/31/17
TAMPER EVIDENT SECURITY SEAL	9558682	01/31/17
TAMPER EVIDENT SEAL	9495889	11/15/16
REUSABLE BOLT ELECTRONIC SEAL MODULE WITH GPS/CELLULAR PHONE COMMUNICATIONS & TRACKING SYSTEM	9472125	10/18/16
ENHANCED TAMPER EVIDENT SEAL	9396671	07/19/16
BANANA JACK ADAPTER FOR TEST SWITCH	9244098	01/26/16
END CAP FOR TEST SWITCH IN WATT HOUR METER HOUSING	9146258	09/29/15
TAMPER EVIDENT BOLT SECURITY SEAL	8991879	03/31/15
WATTHOUR METER SOCKET WITH SECURED ACCESS HIGH VOLTAGE SECTION	8547686	10/01/13
WATTHOUR METER SOCKET LOCK ADAPTER	8002578	08/23/11
NAME TAG ATTACHMENT	D643069	08/09/11
ELECTRICAL SERVICE SOCKET ADAPTER HOUSING	D642536	08/02/11
METHOD OF MANUFACTURING A SECURITY DEVICE	7721407	05/25/10
TAMPER EVIDENT SECURITY SEAL	D609076	02/02/10
ELECTRONIC TAMPER EVIDENT SEAL	7616116	11/10/09
TAMPER-EVIDENT SECURING DEVICE	D592984	05/26/09
BOLT SEAL	D592038	05/12/09
MODULAR WATTHOUR METER SOCKET AND TEST SWITCH	7479029	01/20/09
ELECTRICAL POWER SERVICE APPARATUS WITH EXTERNAL CIRCUIT BREAKER ROCKER SWITCH RESET	7458846	12/02/08
CABLE LOCK DEVICE	D578861	10/21/08
CABLE LOCK DEVICE	D571637	06/24/08
BOLT SEAL	D568716	05/13/08
BOLT SEAL	D563765	03/01/08
CABLE SEAL BODY	D553575	10/23/07
LOCKING DEVICE	D549073	08/21/07
BOLT SEAL	D548041	08/07/07
ELECTRONIC SECURITY SEAL	7239238	07/03/07

K-SERIES WATTHOUR METER SOCKET ADAPTER	7232335	06/19/07
CABLE LOCKING DEVICE	D525110	07/18/06
CABLE LOCKING DEVICE	D521356	05/23/06
LOCKING DEVICE	D514425	02/07/06
PULL SEAL WITH BI-DIRECTIONAL LOCKING ARRANGEMENT	6981725	01/03/06
PADLOCK SEAL	6966584	11/22/05
WATTHOUR METER SOCKET ADAPTER	6846199	01/25/05
JAW BLADES AND JAW BLADE COUPLERS FOR WATTHOUR METER SOCKET ADAPTER	6663422	12/16/03
DISCONNECT WATTHOUR METER SOCKET ADAPTER	6663405	12/16/03
SELF-LOCKING WIRE SEAL	6578886	06/17/03
ELECTRICAL SERVICE APPARATUS WITH SURGE SUPPRESSION PROTECTION	6549388	04/15/03
SECURITY SEAL AND LOCK WITH ENHANCED BORE SLEEVE	6540273	04/01/03
DISCONNECT WATTHOUR METER SOCKET ADAPTER	6520798	02/18/03
TAMPER EVIDENT SECURITY SEAL	6494508	12/17/02
ELECTRICAL SERVICE APPARATUS SAFETY SHIELD WITH WIRE GUIDES	6478589	11/12/02
SECURITY SEAL WITH FLAG GRIP	6449808	09/17/02
WATTHOUR METER SOCKET ADAPTER WITH AUXILIARY COMPONENT MOUNTS	6409537	06/25/02
ELECTRICAL CONNECTOR FOR A CYLINDRICAL MEMBER	6407666	06/18/02
ROTATABLE SEAL	6390519	05/21/02
SECURITY SEAL AND LOCK	6345847	02/12/02

U.S. Patent Applications

Title	Appl. No.	Filing Date
	29655333	07/02/18
WATTHOUR METER BLOCK WITH SAFETY SHIELD	15864210 20180196093	01/08/18
TAMPER EVIDENT LOCKING DEVICE	15828501 20180155083	12/01/17
REUSABLE BOLT ELECTRONIC SEAL MODULE WITH GPS/CELLULAR PHONE COMMUNICATIONS & TRACKING SYSTEM	15291705 20170032710	10/12/16

Schedule II

to Patent Security Agreement

Telesis Technologies, Inc.
(an Ohio corporation)

Issued U.S. Patents

Title	Patent No.	Issue Date
COLLECTIVE MARKING OF A SURFACE BY STEERING MULTIPLE LASER BEAMS GENERATED BY A LASER CONTROLLER	8854406	10/07/14
LASER MARKING OF AN INTERIOR CAVITY OF A SECURING MEANS OF A SUBSTANCE-CONTAINER	8502850	08/06/13
LASER SAFETY SYSTEM WITH BEAM STEERING	8280099	10/02/12
LASER RESONATOR HOUSING	D647929	11/01/11
LASER SAFETY SYSTEM	7676061	03/09/10