

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5973819

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SPARTAN FIRE, LLC		02/19/2020
RECEIVING PARTY DATA		
Name:	ALLY BANK, AS TERM COLLATERAL AGENT	
Street Address:	300 PARK AVENUE	
Internal Address:	4TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	6782965	
Patent Number:	7100741	
Patent Number:	8555990	
Patent Number:	9744388	
Patent Number:	8960136	
Patent Number:	8794669	
Patent Number:	8833796	
Application Number:	15489462	
Application Number:	15616599	
Patent Number:	10441831	
Application Number:	15635691	
Application Number:	15639472	
Patent Number:	10370032	
Patent Number:	10458344	
Application Number:	15847560	
Application Number:	15885510	
Patent Number:	6755258	
Application Number:	15954390	

CORRESPONDENCE DATA**Fax Number:** (800)914-4240

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: 8007130755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT CORPORATION**Address Line 1:** 4400 EASTON COMMONS WAY**Address Line 2:** SUITE 125**Address Line 4:** COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	LESLIE KIRSNER
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SIGNATURE:	/Leslie Kirsner/
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DATE SIGNED:	02/20/2020
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Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

SPARTAN FIRE, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) FEBRUARY 19, 2020

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Ally Bank, as Term Collateral Agent

Internal Address: _____

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule I attached

B. Patent No.(s)
See Schedule I attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Leslie Kirsner c/o Hahn & Hessen LLP

Internal Address: _____

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Fax Number: _____

Email Address: lkirsner@hahnhausen.com

6. Total number of applications and patents involved: 18

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

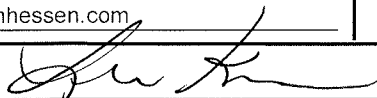
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 19, 2020

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of February 19, 2020, by Spartan Fire, LLC (the "Grantor"), in favor of ALLY BANK, as Term Collateral Agent, for the benefit of the Term Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement (referenced below).

WITNESSETH:

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of April 25, 2017, among GRANTOR, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO, and ALLY BANK, as Term Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Term Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Term Collateral Agent this Patent Security Agreement for the benefit of the Term Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Term Collateral Agent, for the benefit of the Term Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Patents (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents set forth in Schedule I.

3. TERM SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Term Collateral Agent, for the benefit of the Term Secured Parties, pursuant to the Term Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Term Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Patent Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Term Collateral Agent in any Patent Collateral that constitutes Revolving Priority Collateral pursuant to this Patent Security Agreement and the exercise of any right or remedy against the Revolving Priority Collateral by the Term Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPARTAN FIRE, LLC

By: 
Name: Dean J. Nolden
Title: Treasurer & Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Term Collateral Agent

By: 
Name: Joseph Skaferowsky
Title: Authorized Signatory

SCHEDULE I

to

PATENT SECURITY AGREEMENT

PATENT APPLICATIONS, ISSUED PATENTS AND LICENSES

Citation	Title	Owner	Priority, Application, or Issue Date
US PAT 6782965	TRUCK CHASSIS CONFIGURATION	Spartan Fire, LLC	August 31, 2004
US PAT 7100741	ROLLER ASSEMBLY FOR A LADDER	Spartan Fire, LLC	September 5, 2006
US PAT 8555990	INTEGRATED PUMPER APPARATUS	Spartan Fire, LLC	October 15, 2013
US PAT 9744388	COMPRESSED AIR FOAM SYSTEM WITH SIMPLIFIED USER INTERFACE	Spartan Fire, LLC	August 29, 2017
US PAT 8960136	METHOD AND APPARATUS FOR MANAGING AIRFLOW AND POWERTRAIN COOLING	Spartan Fire, LLC	February 24, 2015
US PAT 8794669	BREAK AWAY DASH PANEL	Spartan Fire, LLC	August 5, 2014
US PAT 8833796	AIR BAG MOUNTING ASSEMBLY AND METHODS	Spartan Fire, LLC	September 16, 2014
US PAT APP 15/489462	COMPRESSED AIR FOAM SYSTEM WITH SIMPLIFIED USER INTERFACE	Spartan Fire, LLC	April 17, 2017
US PAT APP 15/616599	DOVETAIL GROOVE BONDING JOINT	Spartan Fire, LLC	June 07, 2017

Schedule I

PATENT
REEL: 051979 FRAME: 0614

US PAT 10441831	ERGONOMIC HOSE LOAD PLATFORM	Spartan Fire, LLC	October 15, 2019
US PAT APP 15/635691	STRIP AND SLOT BONDED JOINT	Spartan Fire, LLC	June 28, 2017
US PAT APP 15/639472	DUAL LAMINATE GALVANIC ISOLATION	Spartan Fire, LLC	June 30, 2017
US PAT 10370032	DUAL RUBBER BODY MOUNT	Spartan Fire, LLC	August 6, 2019
US PAT 10,458,344	THROTTLE FILTER SYSTEM AND METHOD	Spartan Fire, LLC	October 29, 2019
US PAT APP 15/847560	COMPONENT MOUNT AND CHASSIS INCORPORATING SAME	Spartan Fire, LLC	December 19, 2017
US PAT APP 15/885510	MULTI-STANCE AERIAL DEVICE CONTROL AND DISPLAY	Spartan Fire, LLC	January 31, 2018
US PAT 6755258	AERIAL LADDER FIRE FIGHTING APPARATUS WITH POSITIONABLE WATERWAY	Spartan Fire, LLC	June 29, 2004
US PAT APP 15/954390	ERGONOMIC SCBA HOLDER	Spartan Fire, LLC	April 16, 2018

Schedule I