

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7237664

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	SF MOBILE-VISION, INC.	03/21/2022
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT	
Street Address:	600 WASHINGTON BLVD	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	10691484	
Application Number:	11544837	
Application Number:	09911086	
Application Number:	11581228	
Application Number:	13645895	
Application Number:	15447332	
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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>		
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Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
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ATTORNEY DOCKET NUMBER:	049646-0440	
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	03/22/2022	
Total Attachments: 14		

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Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of March 21, 2022 (this “Agreement”), made by ELKHART BRASS MANUFACTURING COMPANY, LLC, an Indiana limited liability company (“Elkhart Brass”), FIRE RESEARCH CORP., a New York corporation (“Fire Research”) and ROM ACQUISITION CORPORATION, a Delaware corporation (“ROM”), SAFE FLEET ACQUISITION CORP., a Delaware corporation (“SFAC”), SF MOBILE-VISION, INC., a New Jersey corporation (“SFMV”), RANDALL MANUFACTURING LLC, a Delaware limited liability company (“Randall”), SPECIALTY MANUFACTURING COMPANY, INC., a Delaware corporation (“Specialty”), SEON DESIGN (USA) CORP., a Washington corporation (“SEON”), ROLL-RITE LLC, a Delaware limited liability company (“Roll-Rite”) and AMERICAN MIDWEST MANUFACTURING, INC., a Missouri corporation (“AMM” and, together with Elkhart Brass, Fire Research, ROM, SFAC, SFMV, Randall, Specialty, SEON and Roll-Rite, each a “Pledgor” and collectively the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second 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 UBS AG, Stamford Branch, 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, each 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. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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 each Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such 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 each Pledgor as such 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 a 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]

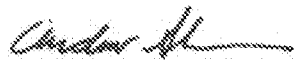
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAFE FLEET ACQUISITION CORP.
ROM ACQUISITION CORPORATION
RANDALL MANUFACTURING LLC
SPECIALTY MANUFACTURING, INC.
ROLL-RITE LLC




By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

ELKHART BRASS MANUFACTURING COMPANY,
LLC

By: 
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

FIRE RESEARCH CORP.

By: 
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

SEON DESIGN (USA) CORP.



By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary

AMERICAN MIDWEST MANUFACTURING, INC.



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

SF MOBILE-VISION, INC.



By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary


ACCEPTED AND AGREED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:

Name:

Title:

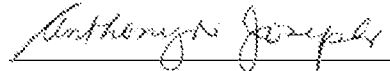


Houssein Daly
Director

By:

Name:

Title:



Anthony M. Joseph
Associate Director

[Signature Page to Notice of Grant of Security Interest in Patents]

PATENT
REEL: 059476 FRAME: 0083

Schedule I
to Notice of Grant of Security Interest in Patents

Patents

Holder	Title	Application No.	Application Date	Patent No.	Date Issued
Elkhart Brass Manufacturing Company, LLC	FIRE-FIGHTING MONITOR WITH REMOTE CONTROL	15/147,643	5/5/2016	RE48069	5/6/2014
Elkhart Brass Manufacturing Company, LLC	FIREFIGHTING MONITOR	15/383,669	12/19/2016	10,857,402	12/8/2020
Elkhart Brass Manufacturing Company, LLC	FLUID DELIVERY DEVICE	16/100,770	8/10/2018	10,982,803	4/20/2021
Elkhart Brass Manufacturing Company, LLC	VALVE ACTUATOR	15/967,081	4/30/2018	10,753,500	8/25/2020
Elkhart Brass Manufacturing Company, LLC	MONITOR COVER AND LIGHTING APPARATUS AND METHOD	16/842,266	4/7/2020	---	---
Elkhart Brass Manufacturing Company, LLC	FIRE FIGHTING SYSTEMS AND METHODS	16/576,028	9/19/2019	---	---
Elkhart Brass Manufacturing Company, LLC	BEARING ARRANGEMENT FOR FIREFIGHTING MONITOR	16/596,895	10/9/2019	---	---
Elkhart Brass Manufacturing Company, LLC	MONITOR COVER AND LIGHTING APPARATUS	29/730,741	4/8/2020	---	---
Fire Research Corp.	ASSET TRACKING SYSTEM	17/034,464	9/28/2020	---	---
Rom Acquisition Corporation	CONVERTIBLE EMERGENCY LIGHTING APPARATUS HAVING INTERCHANGEABLE SCENE ILLUMINATION AND TRAFFIC CONTROL CONFIGURATIONS	13/923,775	6/21/2013	9,090,202	7/28/2015

Holder	Title	Application No.	Application Date	Patent No.	Date Issued
Elkhart Brass Manufacturing Company, LLC	METHODS AND APPARATUS FOR CONVERTING MANUAL TO OSCILLATING FLUID MONITORS	15/995,063	5/31/2018	10,780,304	9/22/2020
SF Mobile-Vision, Inc.	AUTOMATIC ACTIVATION OF AN IN-CAR VIDEO RECORDER USING A VEHICLE SPEED SENSOR SIGNAL	10/691,484	10/22/2003	7,023,333	4/4/2006
SF Mobile-Vision, Inc.	WIRELESS MICROPHONE FOR USE WITH AN IN-CAR VIDEO SYSTEM	11/544,837	10/6/2006	8,446,469	5/21/2013
SF Mobile-Vision, Inc.	WIRELESS MICROPHONE FOR USE WITH AN IN-CAR VIDEO SYSTEM	09/911,086	7/23/2001	7,119,832	10/10/2006
SF Mobile-Vision, Inc.	DYNAMICALLY LOAD BALANCING DATA TRANSMISSION USING ONE OR MORE ACCESS POINTS	11/581,228	10/13/2006	8,363,102	1/29/2013
SF Mobile-Vision, Inc. ¹	MULTIPLE RESOLUTION CAMERA SYSTEM FOR AUTOMATED LICENSE PLATE RECOGNITION AND EVENT RECORDING	13/645,895	10/5/2012	9,147,116	9/29/2015
SF Mobile-Vision, Inc. ²	METHOD AND APPARATUS FOR TRIGGERING MULTIPLE DATA RECORDING DEVICES	15/447,332	3/2/2017	10,218,943	2/26/2019
Randall Manufacturing LLC	LOADING APPARATUS WITH PIVOTING HANDLE	15/421,858	2/1/2017	10,533,374	1/14/2020

¹ Ownership to be updated with the USPTO from L-3 Communications MobileVision, Inc.

² Ownership to be updated with the USPTO from L-3 Technologies, Inc.

Holder	Title	Application No.	Application Date	Patent No.	Date Issued
ROM Acquisition Corporation	PLATFORM ENCLOSURE	29/683,306	3/12/2019	D935,128	11/2/2021
Safe Fleet Acquisition Corp.	CANTILEVER SHELVING	29/682,121	3/1/2019	D916,517	4/20/2021
Specialty Manufacturing Company, Inc.	VEHICLE STOP INDICATOR SYSTEM WITH ENHANCED ILLUMINATION FEATURES	63/228,408	8/2/2021	---	---
Seon Design (USA) Corp.	EFFICIENT DATA TRANSMISSION	14/257,237	4/21/2014	9,800,842	10/24/2017
Seon Design (USA) Corp.	VIDEO TRANSMISSION SYSTEM	14/325,971	7/8/2014	9,693,111	6/27/2017
Seon Design (USA) Corp.	SYSTEMS AND METHODS FOR CATALOGUING AUDIO-VISUAL DATA	14/824,872	8/12/2015	9,679,609	6/13/2017
Seon Design (USA) Corp.	METHOD AND SYSTEM TO INHIBIT SHUTDOWN OF MOBILE RECORDER WHILE DOWNLOAD IS ACTIVE	16/625,352	12/20/2019	10,979,662	4/13/2021
Seon Design (USA) Corp.	UPLOADING DATA FROM MOBILE DEVICES	15/115,860	8/1/2016	11,201,908	12/14/2021
Specialty Manufacturing Company, Inc.	VEHICLE HYBRID SAFETY HATCH	62/970,771	2/6/2020	---	---
Specialty Manufacturing Company, Inc.	VEHICLE HYBRID SAFETY HATCH	17/167,257	2/5/2021	---	---
ROM Acquisition Corporation	TILTABLE LADDER RACK	16/101,053	08/10/2018	10654420	05/19/2020
ROM Acquisition Corporation	TILTABLE LADDER RACK	15/919,749	03/13/2018	10486608	11/26/2019

Holder	Title	Application No.	Application Date	Patent No.	Date Issued
ROM Acquisition Corporation	COMBINATION GAS SPRING AND DAMPER	15/985,916	05/22/2018	10578182	03/3/2020
ROM Acquisition Corporation	DYNAMIC 360 DEGREE VIEW ACCIDENT AVOIDANCE SYSTEM	15/984,707	05/21/2018	10836312	11/17/2020
ROM Acquisition Corporation	LADDER LOCK FOR REAR DEPLOY LADDER RACK	16/155,457	10/09/2018	10688937	06/23/2020
ROM Acquisition Corporation	FOOT ACTUATED LADDER LATCHING DEVICE FOR A TILTING TYPE LADDER RACK	16/054,069	08/03/2018	10501022	12/10/2019
ROM Acquisition Corporation	FOLDABLE SHELVING CONSTRUCTION	16/437,014	06/11/2019	10470565	11/12/2019
ROM Acquisition Corporation	SYSTEM AND METHOD OF AUTOMATIC PUMP OPERATION	13/281,140	10/25/2011	10,458,400	10/29/2019
ROM Acquisition Corporation	HYDRAULIC DAMPER	16/720,437	12/19/2019	---	---
ROM Acquisition Corporation	PACKAGE LOADING AND DISTRIBUTION SYSTEM	16/868,159	05/06/2020	---	---
Roll-Rite LLC	SIDE TO SIDE ROLLER TARP SYSTEM	16/089,451	9/28/2018	10,696,145	6/30/2020
Roll-Rite LLC	HINGED FLEXIBLE CABLE COUPLER AND ROLL TARP SYSTEM	16/480,326	7/24/2019	11,104,214	8/31/2021
Roll-Rite LLC	US - INTEGRATED TOP RAIL TENSION ROLLER SYSTEM	15/733,448	7/31/2020	---	---
Roll-Rite LLC	US - DUAL MODE, EASY TO SERVICE TARP	15/733,452	7/31/2020	---	---

Holder	Title	Application No.	Application Date	Patent No.	Date Issued
American Midwest Manufacturing, Inc.	CARGO BARRIER FOR A VEHICLE	14/162,576	1/23/2014	9,079,525	7/14/2015