

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7604061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FEDERAL SIGNAL CORPORATION	10/21/2022
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH WACKER DRIVE, 16TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11396258
Patent Number:	11453330
Application Number:	63396996
Application Number:	63202643
CORRESPONDENCE DATA	
Fax Number:	(704)373-8822
<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:	BETTY G. SMITH, SENIOR PARALEGAL
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ATTORNEY DOCKET NUMBER:	2029724-1465
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	10/21/2022
Total Attachments: 4	
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REEL: 061500 FRAME: 0915

GRANT OF PATENT SECURITY INTEREST

WHEREAS, FEDERAL SIGNAL CORPORATION, a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of October 21, 2022 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") by and among Wells Fargo Bank, National Association, a national banking association, with a place of business located at 10 South Wacker Drive, 16th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, "Administrative Agent") for itself and all other Lenders from time to time a party thereto ("Lenders"), all other Lenders, Federal Signal Corporation, a Delaware corporation ("US Borrower") and certain Foreign Subsidiaries of US Borrower from time to time party thereto as Non-US Borrowers (collectively, the "Non-US Borrowers" and each a "Non-US Borrower", together with the US Borrower, collectively the "Borrowers"), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Secured Hedge Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, "Hedge Banks"); and

WHEREAS, Borrowers may from time to time enter into one or more secured cash management agreements (collectively, the "Secured Cash Management Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, "Cash Management Banks"); and

WHEREAS, pursuant to the terms of a Third Amended and Restated Security Agreement dated as of October 21, 2022 (said Security Agreement, as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations)

corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything contained herein to the contrary, the term Patent Collateral shall not include items expressly excluded from the definition of "Collateral" pursuant to Section 1 of the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21 day of October, 2022.

FEDERAL SIGNAL CORPORATION

By: 
Name: Jennifer L. Sherman
Title: President and Chief Executive Officer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents:

Owner	Country	Application No.	Patent/Design No.	Description/Reference	Issue Date
FEDERAL SIGNAL CORPORATION	U.S.A.	17/017947	11396258	Self-Adapting Emergency Vehicle Lighting	07/26/2022
FEDERAL SIGNAL CORPORATION	U.S.A.	16/826805	11453330	Vehicle Peripheral Lighting System	09/27/2022
FEDERAL SIGNAL CORPORATION	U.S.A.	63/396996		Modular Push Bumper	
FEDERAL SIGNAL CORPORATION	U.S.A.	63/202643		Emergency Vehicle Signal Synchronization	