

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troy Filters, LTD.		12/20/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	MidFirst Bank		
Street Address:	501 NW Grand Blvd.		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73118		
Entity Type:	Federally Chartered Savings Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87149164	FILTER-GURU	
Registration Number:	5043545	PURO-KLEEN	
Registration Number:	4808017	LIGHTNING	
Registration Number:	4804079	MECHANOSTATIC	
Registration Number:	4804078	EVERFLOW	
Registration Number:	3975850	HONEYBEAR	
Registration Number:	5241011	EZ-PLEAT	
Registration Number:	5105000	ULTRA-PLEAT	
CORRESPONDENCE DATA			
Fax Number:	4055532855		
<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>			
Phone:	405.553.2828		
Email:	jstone@hallestill.com		
Correspondent Name:	HALL ESTILL HARDWICK GABLE GOLDEN & NELS		
Address Line 1:	100 North Broadway Avenue, Suite 2900		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	Michael H. Smith		
SIGNATURE:	/Michael H. Smith/		

OP \$215.00 87149164

DATE SIGNED:

01/22/2020

Total Attachments: 25

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into as of December 20, 2019, by and between TROY FILTERS, LTD., an Ohio limited liability company (the "Grantor") in favor of MIDFIRST BANK, a federally chartered savings association (the "Secured Party"). The Secured Party may be referred to hereinafter as the "Lender" and the Grantor may be referred to hereinafter as a "Borrower".

RECITALS

A. The Grantor, each other Borrower made party thereto, and the Secured Party have entered into that certain Term Loan Agreement dated as of even date herewith (as modified and supplemented and in effect from time to time, the "Loan Agreement"), which is hereby incorporated by this reference, pursuant to which the Secured Party has agreed to provide to Borrower a [REDACTED] loan evidenced by that certain promissory note of even date herewith (the "Note" or, alternatively, the "Loan"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

B. [REDACTED]

C. It is a condition precedent to the extensions of credit to the Borrowers under the Loan Agreement that Grantor, among other things, shall have executed and delivered this Agreement. To induce the Secured Party to enter into the Agreement and to extend credit thereunder and to ensure that the Loan made pursuant to the Loan Agreement will be secured as provided herein, Grantor has agreed to enter into this Agreement pursuant to which Grantor grants to the Secured Party a first priority security interest in the personal property of Grantor as security for the Indebtedness (as that term is defined in the Loan Agreement) of the Borrower under the Loan Agreement.

AGREEMENT

In consideration of the foregoing recitals, and of the agreements made herein, and of the Loan made by or to be made by the Lender to the Borrowers, Grantor and the Secured Party agree as follows:

1. Defined Terms. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

"Accounts" shall have the meaning assigned to such term in the UCC.

"Books and Records" shall have the meaning assigned to such term in Section 2(s) hereof.

"Chattel Paper" shall have the meaning assigned to such term in the UCC.

"Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Copyrights" means, collectively, with respect to Grantor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) including, but not limited to, those listed in Schedule 4(k) hereof, all tangible embodiments of the foregoing and all copyright registrations and applications made by Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to Grantor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

"Deposit Accounts" shall have the meaning assigned to such term in the UCC.

"Documents" shall have the meaning assigned to such term in the UCC.

"Equipment" shall have the meaning assigned to such term in the UCC.

"Event of Default" shall have the meaning assigned to such term in Section 6 hereof.

"Fixtures" shall mean all of the property, personal or otherwise, whether now existing or hereafter arising, existing or created, now or hereafter attached to or incorporated into or used in or about any real property owned or otherwise occupied by Grantor, including all furniture, appliances, furnishings, goods, equipment, and machinery owned by Grantor and other tangible personal property now or hereafter affixed, attached or related to such property or used in connection therewith, and all replacements, substitutions and additions for or to any of the foregoing, and all accessories, attachments and other additions to, substitutes and replacements for, and improvements of, such personal property described above, together with all tools, parts and appurtenances now or at any time used in connection therewith.

"General Intangibles" shall have the meaning assigned to such term in the UCC.

"Goods" shall have the meaning assigned to such term in the UCC.

"Guarantor" means any person or entity who or which guarantees all or any part of the Secured Obligations.

"Instruments" shall have the meaning assigned to such term in the UCC.

"Intellectual Property" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other

industrial, intangible and intellectual property of any type, including mask works and industrial designs.

"Intellectual Property Licenses" means, collectively, with respect to Grantor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

"Inventory" shall have the meaning assigned to such term in the UCC.

"Investment Property" shall have the meaning assigned to such term in the UCC.

"Letter-of-Credit Right" shall have the meaning assigned to such term in the UCC.

"Payment Intangible" shall have the meaning assigned to such term in the UCC.

"Patents" means, collectively, with respect to Grantor, all patents issued or assigned to, and all patent applications and registrations made by, Grantor (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

"Proceeds" of Collateral means cash, securities and other property realized in respect of, on account of, as a product of, and distributions in kind of, Collateral, including any such items received pursuant to any reorganization, liquidation or adjustment of debt of the Grantor or any issuer of or obligor on any of the Collateral and as further defined by the UCC.

"Secured Obligations" shall have the meaning assigned to such term in Section 3 hereof.

"Trademarks" means, collectively, with respect to Grantor, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or

registered in the United States or any other country or any political subdivision thereof that are owned by or assigned to Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

"Trade Secrets" means, collectively, with respect to Grantor, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof.

"UCC" shall mean Article 9 of the Oklahoma Uniform Commercial Code, as amended.

2. Grant of Security Interest. For value received and as collateral security for the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Grantor hereby pledges and grants to the Secured Party a first priority security interest, lien and mortgage in and to, all assets of Grantor, including, without limitation, those assets and properties of Grantor of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Equipment;
- (d) all Fixtures;
- (e) all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory, except any Inventory which may not be transferred without the appropriate licenses (e.g. controlled substances);

(f) all accounts receivable, contracts, contract rights (including, without limitation, any arising out of leases or licenses of real or personal property), rights to payment, tax refunds, claims, chattel paper, letters of credit, documents, and drafts and accounts;

(g) all Goods;

(h) all Documents and Instruments;

(i) all General Intangibles (including, without limitation, all contract rights, choses in action, causes of action, corporate or other business records, goodwill, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature).

(j) all Intellectual Property;

(k) all Investment Property;

(l) all securities collateral;

(m) all property of Grantor now in the possession of and at any time and from time to time hereafter delivered to the Secured Party or its agents, whether for safekeeping, pledge, custody, transmission, collection, or otherwise, and all of Grantor's deposits (general or special), balances, sums, proceeds, and credits with, and any of its claims against, the Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the UCC;

(n) all money and all Deposit Accounts;

(o) all letters of credit and Letter-of-Credit Rights;

(p) all tort claims;

(q) all Payment Intangibles;

(r) all insurance claims;

(s) all books, records, customer lists, files, computer programs, data processing records, computer software, documents and other information, property, or general intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the Collateral (the "Books and Records"); and

(t) to the extent not covered by the above, all other assets, personal property and rights of Grantor, whether tangible or intangible, all Proceeds in connection with of any of the property described above in any form whether currently held or hereafter acquired, and all Proceeds of such Proceeds, including, without limitation, all cash and credit balances, all

payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by Grantor against third parties for loss or damage to, or destruction of, any of such property.

The property described or referred to above is hereinafter collectively called the "Collateral."

3. Secured Obligations. The security interest and assignment of rights contained herein is granted to secure the payment and performance as and when due of:

(a) all indebtedness, of Grantor arising at any time and from time to time, now or in the future, pursuant to the Loan Agreement, the Note, any other Loan Document, or any other obligations owed by Grantor to Secured Party, and including, without limitation, Grantor's reimbursement obligations under any outstanding Letters of Credit (including, without limitation, obligations that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and including interest, fees and other charges whether or not a claim is allowed for such obligations in any bankruptcy, insolvency or similar proceeding);

(b) performance by Grantor of the agreements set forth herein, in the Loan Agreement, and in all other Loan Documents to which Grantor is a party;

(c) all costs and expenses incurred by the Secured Party under this Agreement, the Loan Agreement or the other Loan Documents, including, without limitation, reasonable attorneys' fees and legal expenses, to enforce the Indebtedness of Borrowers, and to obtain, preserve, perfect and enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Obligations, to collect the Secured Obligations and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

(d) all renewals, extensions, continuations and modifications of the foregoing (all of which are collectively referred to herein as the "Secured Obligations").

4. Representations and Warranties. As of the date hereof, Grantor represents and warrants as of the date hereof and as of the date of making of the Loan under the Loan Agreement, to the Secured Party as follows, and these representations and warranties shall survive the execution hereof, the making of the Loan, and any other event and shall be continuing until the termination of this Agreement:

(a) Organization; Compliance with Law. Grantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified as a foreign limited liability company or other organization and in good standing

under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to qualify in such jurisdiction could not reasonably be expected to have a material adverse effect and (iii) is in compliance with all with any applicable law, rule, order or regulation applicable to it.

(b) Power and Authority. Grantor has the power and authority, and the legal right, to own or lease and operate its property, and to carry on the business as now conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement and each of the Loan Documents to which it is a party. Grantor has taken all necessary organizational action to authorize the execution, delivery and performance of this Agreement and each of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, and the filings referred to in Section 4. This Agreement and each other Loan Document have been duly executed and delivered by Grantor thereto.

(c) Enforceability. This Agreement constitutes, and each other Loan Document when delivered hereunder will constitute, a legal, valid and binding obligation of Grantor thereto, enforceable against Grantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(d) Conflict. The execution, delivery and performance of this Agreement and the other Loan Documents and all actions and transactions contemplated hereby and thereby will not (a) violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under (i) any provision of any Organizational Document of Grantor, (ii) any arbitration award or any order of any court or of any other governmental agency or authority binding on Grantor, (iii) any License of Grantor or under which Grantor operates, (iv) any applicable law, rule, order or regulation or (v) any Organizational Document or other material agreement, instrument or document to which Grantor is a party, or by which Grantor or any of their properties is bound, or (b) result in the creation or imposition of any Lien of any nature whatsoever, other than those Liens arising hereunder or under the Loan Documents, upon any of the properties of Grantor.

(e) Actions and Proceedings. No action, suit, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or threatened or anticipated by or against Grantor or against any of its property or assets (i) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (ii) that could reasonably be expected to have a material adverse effect.

(f) Name, Jurisdiction, Federal Taxpayer Identification Number. The Grantor's type of organization, jurisdiction of organization, legal name, Federal Taxpayer Identification Number, organizational identification number (if any) and chief executive office or

principal place of business are indicated next to its name in Schedule "4(f)" hereof. Other than as set forth on Schedule "4(f)", there has been no change in the name of Grantor, or the name under which Grantor conducts its business due to mergers, acquisitions or otherwise, within the five (5) years preceding the date of execution of this Agreement.

(g) Location of Collateral. All Collateral consisting of Equipment, Fixtures, Goods and/or Inventory is located solely in the jurisdictions set forth on Schedule "4(g)".

(h) Title. Grantor has, and, as to after-acquired Collateral will have when such Collateral becomes subject to this Agreement, good, indefeasible and merchantable title to, and ownership of, the Collateral, free and clear of all Liens, claims, setoffs, defenses, counterclaims or other adverse claims or option or right of others, except for the security interest granted to the Secured Party and Permitted Liens.

(i) Other Claims; Other Financings Statements. There is no agreement to which Grantor is a party, order, judgment or decree that could reasonably be expected to restrict the transferability of any of the Collateral or otherwise impair or conflict in any material respect with Grantor's obligations or the rights of the Secured Party hereunder. Grantor has not executed, filed, nor authorized any third party to file any financing statement or other instrument similar in effect covering all or any part of the Collateral or listing Grantor as debtor in any recording office, except such as have been filed in favor of the Secured Party pursuant to this Agreement or as otherwise permitted under the Loan Agreement.

(j) Perfected First Priority Security Interest. This Agreement is effective to create in favor of the Secured Party a legal, valid and enforceable security interest in the Collateral and the Proceeds thereof. In the case of the certificated pledged securities, when stock certificates representing such pledged securities are delivered to the Secured Party and in the case of the other Collateral, when financing statements and other filings described in Section 4 hereof in appropriate form are filed in the appropriate recording offices, or other actions required to perfect the Secured Party's interest in the Collateral are taken, this Agreement shall constitute, and will at all times constitute, a fully perfected first priority lien on, and security interest in, all rights, title and interest of the Grantor in such Collateral and the Proceeds thereof, as security for the Secured Obligations. Grantor has taken or will take all action required on its part for control (as defined in the applicable sections of the UCC) to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC. No other Person has control or possession of all or any part of the Collateral other than Grantor and its subsidiaries, as applicable, except as permitted by the Loan Agreement.

(k) Intellectual Property. Schedule "4(k)" lists all patents and pending applications, registered trademarks and pending applications, registered domain names, registered copyrights and pending applications and material Intellectual Property Licenses owned by Grantor. All material Intellectual Property is valid, subsisting, unexpired and enforceable and has not been abandoned. Except as described on Schedule "4(k)", Grantor is the exclusive owner of all right, title and interest in and to, or has the right to use, all such Intellectual Property. Consummation and performance of this Agreement will not result in the invalidity,

unenforceability or impairment of any such Intellectual Property, or in default or termination of any material Intellectual Property License. Except as described on Schedule "4(k)", there are no outstanding holdings, decisions, consents, settlements, decrees, orders, injunctions, rulings or judgments that would limit, cancel or question the validity or enforceability of any such Intellectual Property or Grantor's rights therein or use thereof. To Grantor's knowledge, except as described on Schedule "4(k)", the operation of Grantor's business and Grantor's use of Intellectual Property in connection therewith, does not infringe or misappropriate the intellectual property rights of any other Person. Except as described in Schedule "4(k)", no action or proceeding is pending or, to Grantor's knowledge, threatened (i) seeking to limit, cancel or question the validity of any material Intellectual Property or Grantor's ownership interest or rights therein, (ii) which, if adversely determined, could have a Material Adverse Effect on the value of any such Intellectual Property or (iii) alleging that any such Intellectual Property, or Grantor's use thereof in the operation of its business, infringes or misappropriates the intellectual property rights of any Person. To Grantor's knowledge, there has been no Material Adverse Effect on Grantor's rights in its material Trade Secrets as a result of any unauthorized use, disclosure or appropriation by or to any Person, including Grantor's current and former employees, contractors and agents.

(l) Solvency. Grantor is not insolvent as defined in Title 11 of the United States Code or any other applicable federal or state bankruptcy or insolvency statute. Grantor has received, or has the right to receive, by contribution or otherwise, consideration which is the reasonably equivalent value of the Indebtedness and other liabilities that it has incurred to the Lender. Grantor has not engaged, nor is Grantor about to engage, in any business or transaction for which the assets retained by it shall be an unreasonably small amount of capital, taking into consideration the Indebtedness incurred under the Loan Agreement and the Secured Obligations hereunder. Grantor does not intend to, nor does Grantor believe that it will, incur debts beyond its ability to pay them as they mature.

(m) Notwithstanding the foregoing representations and warranties, Grantor hereby makes the representations and warranties set forth in Article III of each of the Loan Agreement as they relate to the Grantor or as set forth in the Loan Documents to which Grantor is a party, each of which is hereby incorporated herein by reference, and the Secured Party shall be entitled to rely on each of them as if they were fully set forth herein; provided that each reference in each such representation and warranty to each of the Borrower's knowledge shall, for the purposes of this Section 4, be deemed to be a reference to the Grantor's knowledge.

All of the representations and warranties made by Grantor in all instruments and documents evidencing and securing the Secured Obligations or any part thereof, including, without limitation, this Agreement, are true and correct in all material respects. All information set forth herein, including the schedules and exhibits annexed hereto, and all information contained in any documents, schedules, exhibits and lists heretofore delivered to the Secured Party in connection with this Agreement is accurate and complete in all respects.

5. Covenants and Agreements. Grantor covenants and agrees with the Secured Party that:

(a) Filings; Further Assurances.

(i) Grantor shall, at its sole cost and expense, take such further actions, and execute and/or deliver to the Secured Party such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Secured Party may in its reasonable judgment deem necessary or appropriate in order to perfect, preserve and protect the security interest in the Collateral as provided herein and the rights and interests granted to the Secured Party hereunder, and enable the Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby, and the filing of any other instruments or documents in such offices wherever required by law to perfect, continue and maintain a valid, enforceable, first priority security interest in the Collateral and to preserve the other rights and interests granted to the Secured Party hereunder, as against third parties, with respect to the Collateral. All documents which are being filed or recorded shall be in form and substance satisfactory to the Secured Party.

(ii) Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law, including the filing of a financing statement describing the Collateral as "all assets now owned or hereafter acquired by the Grantor or in which the Grantor otherwise has rights". Grantor agrees to provide all information described in the immediately preceding sentence to the Secured Party promptly upon request by the Secured Party.

(iii) Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law.

(b) Other Liens. Until the termination of this Agreement, Grantor will not authorize and there will not be on file any financing statement or statements creating or evidencing a lien covering all or part of the Collateral, except as may have been or may hereafter be granted to the Secured Party, and Grantor further agrees that it will not create or suffer to exist any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character upon or with respect to the Collateral, except as may be granted to the Secured Party or of which the Secured Party has actual knowledge and to which it otherwise consents in writing.

(c) Claims Against Collateral. Grantor shall, at its own cost and expense, defend title to the Collateral and the first priority security interest and Lien granted to the Secured Party with respect thereto against all claims and demands of all Persons at any time claiming any interest therein adverse to the Secured Party other than Liens permitted under the Loan Agreement. Except as expressly permitted by the Loan Agreement or any other Loan Document, Grantor shall not enter into any agreement or take any other action, that could reasonably be expected to restrict the transferability of any of the Collateral or otherwise impair or conflict in any material respect with Grantor's obligations or the rights of the Secured Party hereunder.

(d) Maintenance and Use of Collateral. Except as expressly permitted or required in the Loan Agreement or herein, Grantor (i) shall at all times maintain the Collateral in good condition and repair and shall use reasonable care to prevent the Collateral from being damaged or depreciated, reasonable wear and tear excepted, and shall not commit any waste thereof or permit anything to be done which may materially impair the value thereof and shall remain in compliance with all material applicable standards, rules or regulations imposed by any governmental authority or agency or by any insurance policy held by Grantor; (ii) shall observe and perform all material terms, conditions and covenants contained in any agreements, leases, licenses, permits, and Organizational Documents and franchises which relate in any way to the Collateral, including, without limitation, the Licenses; and (iii) shall use the Collateral only in the ordinary course of its business and not in violation of any applicable law, rule, order or regulation.

(e) No Transfer of Collateral. Except as expressly permitted or required in the Loan Agreement or herein, Grantor shall not voluntarily or involuntarily sell, assign, lease, transfer, pledge, hypothecate or otherwise dispose of or encumber any of the Collateral or any interest therein, or permit any of it to become a fixture on or an accession to other goods or property (excluding any ordinary course of business sales). Grantor shall not, except upon not less than thirty (30) days' prior written notice to the Secured Party move any of the tangible Collateral from its present location.

(f) Insurance. Grantor shall have and maintain insurance at all times with respect to the Collateral in such amounts, in such form and with such companies as provided in the Loan Agreement. All such policies of insurance shall provide for written notice to the Secured Party of cancellation or any other action and be payable to the Secured Party, and Grantor shall provide the Secured Party with evidence satisfactory to the Secured Party of compliance with the terms of this paragraph. The Secured Party may act, and Grantor hereby appoints the Secured Party, as its agent and attorney-in-fact (which appointment is coupled with an interest) with full power and authority in obtaining, adjusting, settling and cancelling such insurance, and endorsing any payments or proceeds therewith. Grantor shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or any of the Collateral. Grantor shall pay, or cause to be paid, all premiums for such insurance at least thirty (30) days before such premiums become due, shall furnish to the Secured Party satisfactory proof of the timely making of such payments, shall deliver all renewal policies to the Secured Party at least fourteen (14) days before the expiration

date of each expiring policy and shall cause each such policy to require the insurer to give notice to the Secured Party, addressed to the Secured Party at its address set forth in the Loan Agreements (or at such other address the Secured Party designates), of termination of any such policy ten (10) days before such termination is to be effective.

(g) Change of Name, Location and Jurisdiction. Except as expressly permitted or required in the Loan Agreement or herein, Grantor shall not, except upon not less than thirty (30) days' prior written notice to the Secured Party and delivery to the Secured Party of all additional financing statements, information and other documents reasonably requested by the Secured Party to maintain the validity, perfection and priority of the security interests provided for herein (i) change its legal name, identity, type of organization or corporate structure to such extent that any financing statement filed by the Secured Party in connection with this Agreement would become seriously misleading, (ii) change the location of its chief executive office or its principal place of business, and (iii) change its jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, organizing, dissolving, liquidating, reincorporating or incorporating in any other jurisdiction).

(h) Claims. Grantor shall pay promptly when due any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law against (collectively, "Claims"), all or any portion of the Collateral and, upon request of the Secured Party, deliver to the Secured Party evidence of the discharge of such Claims. In the event Grantor shall fail to pay any Claim, the Secured Party may (following notice to the Grantor, to the extent practicable) do so for the account of Grantor and the Grantor shall promptly reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party.

(i) Records, Statements and Inspection. Grantor agrees, (a) when requested to do so by the Secured Party, to prepare and deliver to the Secured Party a schedule in form reasonably satisfactory to the Secured Party, certified by an authorized officer of Grantor, listing the location by county and state of all Collateral owned by it; (b) to keep accurate and complete records at all times with respect to the Collateral owned by it and to deliver to the Secured Party copies of such records and such other information regarding the Collateral or account debtors which the Secured Party may reasonably request; and (c) that at any reasonable time the Secured Party or its authorized representatives may enter the premises of Grantor to examine the Collateral and inspect and copy the books and records of Grantor, all of which records shall be kept at the principal office of Grantor. Grantor shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the Intellectual Property, respectively, and such other reports in connection with the Intellectual Property as the Secured Party may reasonably request, all in reasonable detail.

(j) Notice. Grantor shall promptly notify the Secured Party of any loss, destruction or damage to any portion of the Collateral.

(k) Grantor Remains Liable. Grantor shall remain liable under all contracts and other agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed. The exercise by the Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under such contracts or agreements included in the Collateral. The Secured Party shall not have any obligation or liability under such contracts or agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of any debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Grantor shall at its expense perform and observe all of the terms and provisions of such contracts to be performed or observed by it to maintain such contracts in full force and effect, enforce such contracts in accordance with their terms, and take all such action to such ends as may from time to time be requested by the Secured Party.

(l) Indemnification. Grantor hereby agrees to indemnify and hold the Secured Party harmless from and against any and all present and future claims, actions, liabilities and damages arising in connection with this Agreement, the Secured Obligations, or the Collateral, except for any of the foregoing arising out of the willful misconduct, gross negligence or bad faith of the Secured Party and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in respect thereof.

6. Events of Default. Grantor shall be in default under this Agreement upon the happening of any of the following events or conditions (hereinafter called an "Event of Default"):

(a) if Grantor fails to observe, perform or be in compliance with any term, provision, covenant or agreement required by Grantor under this Agreement;

(b) the failure of Grantor to cure an Event of Default under the Loan Agreement during the applicable cure periods;

(c) the loss, theft, destruction, reduction in value, damage to or condemnation of the Collateral, or any material part of the Collateral, unless such loss is fully covered by insurance proceeds, and such proceeds are received as soon as possible by Grantor or the Secured Party under the terms of this Agreement; or

(d) the dissolution, liquidation, merger or termination of Grantor.

7. Secured Party's Rights and Remedies. If any Event of Default shall have occurred and be continuing, Secured Party, subject to Section 8, may exercise, without any other notice to or demand upon Grantor, in addition to the other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) or any other law and also may:

(a) Declare the entire unpaid balance of the principal of the Secured Obligations to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable attorneys' fees and all other collection charges.

(b) Require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of the Secured Party immediately, assemble the Collateral or any part thereof, as directed by the Secured Party and make it available to the Secured Party at a place and time to be designated by the Secured Party.

(c) Without notice, demand or hearing, any right to which is hereby waived by Grantor, the Secured Party may take possession of any part of or all of the Collateral and may, without disturbing the peace, enter and occupy any premises owned or leased by the Grantor where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation and without the same being a trespass; provided, however, that the Secured Party shall not take possession of any Collateral if such possession poses a reasonable threat to any patient's health or safety. Provided, further, that each Borrower shall use its best efforts to provide for its patients' health and safety and still enable Secured Party to take possession of the Collateral pursuant to the foregoing.

(d) Without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Collateral or any part thereof, without having the Collateral present at the place of sale, in one or more parcels at public or private sale, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of Grantor, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose the Secured Party may maintain all or any part of the Collateral on Grantor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Upon the Secured Party's demand, Grantor will take all steps necessary to prepare the Collateral (including without limitation making any repairs to the Collateral requested by the Secured Party) for and otherwise assist in any proposed disposition of the Collateral. Unless the Collateral is perishable or it appears that the value of the Collateral will decline speedily or the Collateral is a type customarily sold on a recognized market, or unless the applicable Grantor has signed a statement (after the occurrence of an Event of Default) renouncing or modifying Grantor's right to notice, the Secured Party will give Grantor reasonable notice of the time and place of any public sale or other disposition thereof or the time after which any private sale or other disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is given to Grantor in writing at least ten (10) days before the time of any such sale or disposition.

(e) Require Grantor to deposit in a special account at a bank to be designated by the Secured Party in the name of the Secured Party and styled "Collateral Account" any and all payments received by Grantor with respect to the Collateral. Funds in such account are hereby assigned to the Secured Party and shall be impressed with the lien hereof to secure the Secured Obligations. All payments received by Grantor in respect of the Collateral shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of Grantor and

shall be forthwith paid over the Secured Party in the same form as so received (with any necessary endorsement).

(f) At the sole option of the Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of Grantor, any actions and conditions, obligations or covenants which Grantor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by the Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of Grantor in the Collateral, and Grantor hereby appoints the Secured Party its attorney-in-fact for such purposes, and all sums expended therefor, including, but limited to, attorneys' fees, court costs, agents' fees or commissions, or any other costs or expenses, shall become part of the Secured Obligations, shall bear interest from the date of payment at the highest lawful rate and shall be payable at the place designated for payment of the Secured Obligations and shall be secured by this Agreement.

(g) Endorse as Grantor's agent any instruments, documents, or accounts relating to the Collateral; contact account debtors directly to verify accounts; notify account debtors and any other parties liable under the Collateral to make payment directly to the Secured Party; take control of the Collateral or Proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Obligations; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine; and may require Grantor to use its best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of Grantor or such issuer.

(h) Application of Proceeds. Except as otherwise set forth in the Loan Agreement, the Secured Party shall be entitled to apply the Proceeds of any sale or other disposition Collateral, including the payments received by the Secured Party with respect to any of the Collateral together with any other sums then held by the Secured Party pursuant to this Agreement, first to the payment of all its reasonable expenses, including attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Obligations in such order and manner as Secured Party in its sole discretion may deem advisable. The Secured Party shall account to the Grantor for any surplus. Grantor shall remain liable for any deficiency if the proceeds are not sufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency in full.

(i) Cumulative Remedies. In the event the Secured Party shall elect to selectively and successively enforce its rights and remedies in respect of any of the Collateral, pursuant to any applicable agreements or otherwise, such action shall not be deemed a waiver or discharge of any other right, remedy, lien or encumbrance until such time as Grantor shall have

been paid or performed in full the Secured Indebtedness. No failure on the part of the Secured Party to exercise, no course of dealing with respect to, and no delay on the part of the Secured Party in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Secured Party be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

(j) Waiver of Default. The Secured Party may, by an instrument in writing signed by the Secured Party, waive any Event of Default which shall have occurred and any of the consequences thereof and, in such event, the Secured Party and Grantor shall be restored to their respective former positions, rights and obligations. Any Event of Default so waived shall, for all purposes of this Agreement, be deemed to have been cured and not to be continuing, but no such waiver shall extend to any subsequent or other default or impair any consequence thereof.

(k) Deposits; Setoff. Regardless of the adequacy of any other Collateral held by the Secured Party, any deposits or other sums credited by or due from the Secured Party to Grantor shall at all times constitute collateral security for the Indebtedness and may be set off against the Indebtedness. The rights granted in this subsection shall be in addition to the rights of the Secured Party under any statutory banker's lien or common law right of setoff.

(l) Limitation on Liability. The Secured Party shall not be liable for any act or omission on the part of the Secured Party, its officers, agents, or employees, except for willful misconduct, gross negligence or bad faith. All rights and remedies of the Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

8. Miscellaneous.

(a) Delays; Omissions. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) Further Assurances. Grantor agrees, on the written request of the Secured Party, to execute and deliver to the Secured Party from time to time any additional instruments or documents reasonably necessary to cause this Agreement to be, become or remain effective in accordance with its terms.

(c) Survival. This Agreement shall be irrevocable and shall remain in effect until all of the Secured Indebtedness have been completely satisfied, until termination of the Lender's commitment to advance funds pursuant to the terms of the Loan Agreement and until

Lender has no further obligation to make future advances under any of the Loan Documents, and until all obligations and undertakings of Grantor under, by reason of, or pursuant to the Loan Documents have been completely performed (including obligations which survive the repayment of the Loan).

(d) Modification. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the affected Grantor and the Secured Party. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default.

(e) Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns; provided, however, that Grantor may not assign or transfer any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of all the Secured Party, and any purported assignment shall be void. This Agreement shall inure to the benefit of the permitted successors and assigns of the Secured Party, and, in the event of any transfer or assignment of rights by the Secured Party or Grantor, the rights and privileges herein conferred upon the transferring Secured Party or Grantor shall automatically extend to and be vested in such permitted transferee or assignee, all subject to the terms and conditions hereof.

(f) Governing Law. **THIS AGREEMENT, INCLUDING THE VALIDITY THEREOF, AND THE DUTIES, RIGHTS, POWERS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF.**

(g) Enforcement. **GRANTOR (A) HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF OKLAHOMA AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OKLAHOMA, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF BROUGHT BY THE SECURED PARTY OR THEIR SUCCESSORS OR ASSIGNS AND (B) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT, (C) HEREBY WAIVES AND AGREES NOT TO SEEK ANY REVIEW BY ANY COURT OF ANY OTHER JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF THE JUDGMENT OF ANY SUCH OKLAHOMA STATE OR FEDERAL COURT**

AND (D) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ASSERT, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. GRANTOR HEREBY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN. GRANTOR AGREES THAT ITS SUBMISSION TO JURISDICTION AND ITS CONSENT TO SERVICE OF PROCESS BY MAIL ARE MADE FOR THE EXPRESS BENEFIT OF THE SECURED PARTY. FINAL JUDGMENT AGAINST GRANTOR IN ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, OR IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION; PROVIDED, HOWEVER, THAT THE SECURED PARTY MAY AT THEIR OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS, AGAINST GRANTOR OR ANY OF ITS ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE GRANTOR, OR SUCH ASSETS, MAY BE FOUND.

(h) Jury Trial Waiver. EACH OF THE GRANTOR AND THE SECURED PARTY WAIVES IRREVOCABLY, TO THE EXTENT PERMITTED BY LAW, ALL RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY OR ANY LENDER AND GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE NOTES OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH PARTY HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THE LOAN AGREEMENT AND THAT EACH PARTY WILL CONTINUE TO RELY ON THE WAIVER IN ITS RELATED FUTURE DEALINGS WITH THE GRANTOR. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (UNLESS EXPRESSLY MODIFIED IN WRITING BY ALL PARTIES HERETO AND THE SECURED PARTY), AND THE WAIVER SHALL APPLY TO ANY

SUBSEQUENT AMENDMENTS AND TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(i) Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received if given in accordance with the provisions of the Loan Agreement with the address of Grantor being as set forth in the Loan Agreement.

(j) Severability. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall not in any way be affected or impaired. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) **ENTIRE AGREEMENT. THIS AGREEMENT SHALL NOT BE CHANGED OR AFFECTED BY ANY REPRESENTATION, ORAL AGREEMENT, ACT OR THING WHATSOEVER, EXCEPT AS HEREIN PROVIDED. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH GRANTOR IS A PARTY IS INTENDED BY THE GRANTOR TO BE THE FINAL, COMPLETE AND EXCLUSIVE EXPRESSION OF THE AGREEMENT AMONG THE GRANTOR AND THE SECURED PARTY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS SUPERSEDE ALL PRIOR NEGOTIATIONS, AGREEMENTS OR UNDERSTANDINGS OF THE GRANTOR AND THE SECURED PARTY OF ANY NATURE, WHETHER ORAL OR WRITTEN, RELATING THERETO.**

(l) Section Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

(m) Pronouns. Any pronoun used herein shall be construed in the person, number and gender which is appropriate in the context.

(n) Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Transmission by telecopier of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

(o) Joinder. Upon the execution and delivery after the date hereof by any new or additional subsidiary of any Borrower of an instrument in the form of Annex 1 attached hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if

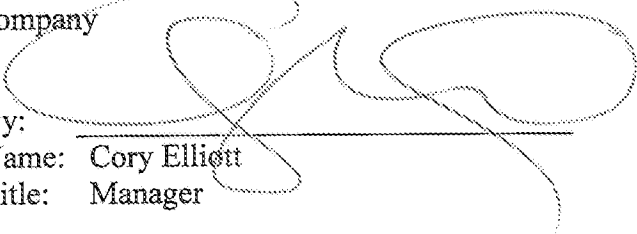
originally named as Grantor hereunder. The rights and obligations of Grantor hereunder shall remain in full force and effect, notwithstanding the addition of any such new or additional subsidiary as a party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

TROY FILTERS, LTD., an Ohio limited liability
company

By: 
Name: Cory Elliott
Title: Manager

SIGNATURE PAGE
TO
SECURITY AGREEMENT

SECURED PARTY:

MIDFIRST BANK,
a federally chartered savings bank

By: 

Name: Karl Hillerman

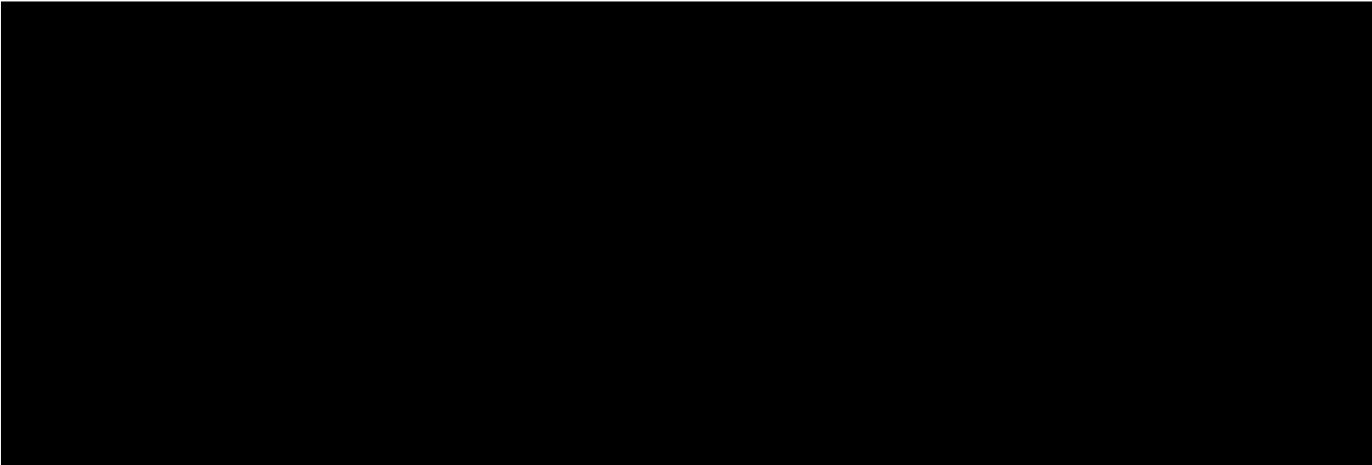
Title: Senior Vice President

SIGNATURE PAGE
TO
SECURITY AGREEMENT

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Schedule 4(f)



Schedule 4(f)
to
Security Agreement

Schedule 4(g)

Location of Collateral



Schedule 4(g)
to
Security Agreement

Schedule 4(k)

Intellectual Property

Patents

Title	Appl. Date	Appl. No.	Grant Date	Pat. No.
SELF-CLEANING AIR FILTRATION SYSTEM	02-13-2014	14/179,624	05-05-2015	9,023,135
AIR FILTER ARRANGEMENT	04-28-2016	15/140,543	02-26-2019	10,213,721

Trademarks

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
FILTER-GURU	87/149,164	
PURO-KLEEN	86/392,228	5,043,545
LIGHTNING	86/521,722	4,808,017
MECHANOSTATIC	86/521,734	4,804,079
EVERFLOW	86/521,713	4,804,078
HONEYBEAR	85/040,170	3,975,850
EZ-PLEAT	87/262,198	5,241,011
ULTRA-PLEAT	87/033,509	5,105,000

Schedule 4(k)
to
Security Agreement