

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Patriarch Partners Agency Services, LLC	06/10/2013
RECEIVING PARTY DATA	
Name:	Black Mountain Door, LLC
Street Address:	310 Flint Drive
City:	Mt. Sterling
State/Country:	KENTUCKY
Postal Code:	40353
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12694340
CORRESPONDENCE DATA	
Fax Number:	4045818330
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4045818052
Email:	rcampbell@jonesday.com
Correspondent Name:	Richard U. Campbell
Address Line 1:	1420 Peachtree St. NE
Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	223194-615029
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	06/12/2013
Total Attachments: 12	

CH \$40.00 12694340

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "Assignment") is executed and delivered as of June 10, 2013, by and among Amweld International, LLC, a Delaware limited liability company ("Initial Assignor"), ZOHAR CDO 2003-1, Limited, ZOHAR II 2005-1, Limited, ZOHAR III, Limited, Ark Investment Partners II, L.P. and Ark II CLO 2001-1, Ltd. (collectively, "Lender Assignors"), Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as administrative agent for Lender Assignors ("Administrative Agent"), and Black Mountain Door, LLC f/k/a American Doors, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Pursuant to the Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of February 6, 2009, among Initial Assignor, Administrative Agent, and Lender Assignors, Lender Assignors made loans to, and made other financial accommodations to or for the benefit of, Initial Assignor (the "Loans").

B. Pursuant to the Amended and Restated Security Agreement (the "Security Agreement"), dated as of February 6, 2009, by Initial Assignor in favor of Administrative Agent, Initial Assignor granted Administrative Agent, for the benefit of the Lender Assignors and as security for the Loans, security interests in, the Collateral (as defined in the Security Agreement), which include the Intellectual Property Collateral (as defined in the Security Agreement) and all proceeds, products, offsprings, rents, profits, royalties, revenues, issues, income, benefits, accessions, additions, substitutions and replacements of and to the foregoing.

C. Initial Assignor subsequently defaulted in the performance of its obligations under the Credit Agreement.

D. Lender Assignors, Initial Assignor and Administrative Agent are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of October 18, 2011, pursuant to which Initial Assignor tendered certain Collateral in partial satisfaction of Initial Assignor's outstanding indebtedness under the Credit Agreement, including Initial Assignor's right, title and interest in, to and under all United States, international and foreign patent, patent application, utility models, and statutory invention registrations, including, without limitation, the patents and patent applications executed and delivered from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of such grantor accruing thereunder or pertaining thereto, including those set forth on Schedule A attached hereto (collectively, the "Patents").

E. Administrative Agent, on behalf of the Lender Assignors, now desires to sell, assign, transfer, convey and deliver to Assignee its and the Lender Assignors' respective right, title and interest in, to and under the Patents and Assignee desires to acquire the Patents and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings set forth in the Foreclosure Agreement.

2. Assignment. Administrative Agent, on behalf of the Lender Assignors, hereby sells, assigns, transfers and conveys to Assignee all of its and the Lender Assignors' respective worldwide right, title and interest in, to and under the Patents, and all applications to register the Patents and registrations of renewals, extensions and reissues of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Administrative Agent, on behalf of the Lender Assignors, if this assignment and sale had not been made, together with all income, royalties or payments due or payable to Initial Assignor, Administrative Agent or Lender Assignors as of the date of this Assignment of that become due or payable in respect of the Patents thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Initial Assignor, Administrative Agent and Lender Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Assignee as the assignee and owner of the Patents, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Initial Assignor, Administrative Agent and Lender Assignors hereby agree to execute, acknowledge and deliver, upon the request of Assignee, such additional documents prepared by Assignee as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Assignee under, this Assignment in and to the Patents worldwide, including all documents reasonably necessary to register in the name of Assignee the assignment of the Patents with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. No Use. Initial Assignor, Administrative Agent and Lender Assignors, for themselves and on behalf of their respective successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Patents for any purpose in the United States or in any foreign country.

6. Subsequent Payments. If any proceeds of any of the Patents or any payment thereon is for any reason received by Initial Assignor, Administrative Agent or Lender Assignors subsequent to the date hereof, Initial Assignor, Administrative Agent and Lender Assignors will remit the same to Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

7. Binding Effect. This Assignment will be binding upon Initial Assignor, Administrative Agent and Lender Assignors and inure to the benefit of Assignee and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed

9. Governing Law. THE VALIDITY AND CONSTRUCTION OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.

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IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first set forth above.

AMWELD INTERNATIONAL, LLC

By: *Cindy Brown*
Name: Cindy Brown
Title: Authorized Signatory

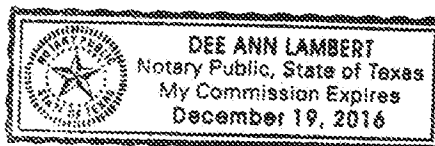
STATE OF Texas)

) SS:

COUNTY OF Collin)

On this 12 day of June, 2013 before me, Cindy Brown, known to me to be Authorized Signatory of Amweld International, LLC, who acknowledged that she signed this instrument as a free act on behalf of Amweld International, LLC.

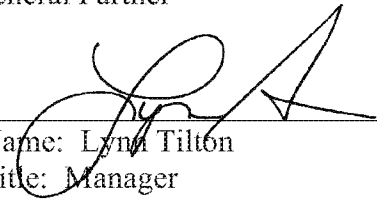
Dee Ann Lambert
Notary Public:
My commission expires: 12-19-16



ARK INVESTMENT PARTNERS II, L.P.,

By: Ark Investment GP II, LLC,
its General Partner

By:




Name: Lynn Tilton
Title: Manager

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
its Collateral Manager

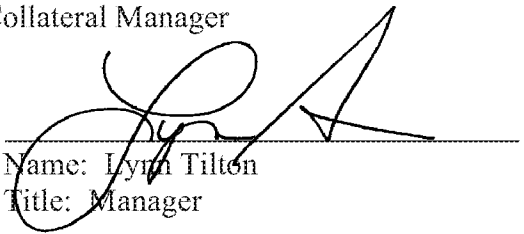
By: _____


Name: Lynn Tilton
Title: Manager

ZOHAR II 2005-1, LIMITED

By: Patriarch Partners XIV, LLC,
its Collateral Manager

By: _____


Name: Lynn Tilton
Title: Manager

ZOHAR III, LIMITED

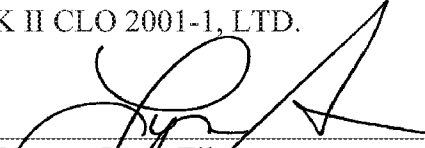
By: Patriarch Partners XV, LLC,
its Collateral Manager

By: 

Name: Lynn Tilton
Title: Manager

ARK II CLO 2001-1, LTD.

By:


Name: Lynn Tilton

Title: Director

BLACK MOUNTAIN DOOR, LLC

By: *JH*
Name: Jennifer Heckman
Title: CFO

STATE OF)

) SS:

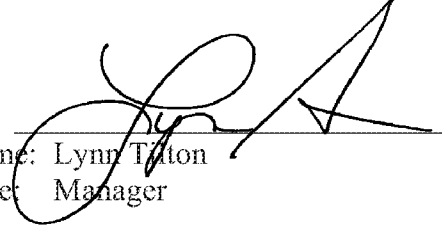
COUNTY OF)

On this 10th day of June, 2013 before me, Jennifer Heckman, known to me to be the CFO of Black Mountain Door, LLC, who acknowledged that she/he signed this instrument as a free act on behalf of Black Mountain Door, LLC.

Kimberly Actis
Notary Public: Kimberly Actis
My commission expires: 8-16-17

KIMBERLY E. ACTIS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 16, 2017
Acting in the County of _____

PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as the Administrative Agent

By: 
Name: Lynn Tilton
Title: Manager

SCHEDULE A

Patents

Title	Jurisdiction	Status	App No.
ADJUSTABLE DOOR FRAME ASSEMBLY AND METHOD OF INSTALLATION	United States	Filed	12/694,340