

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2841079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFETIME INDUSTRIES, INC.	05/01/2014
LTI FLEXIBLE PRODUCTS, INC.	05/01/2014
RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7540116
Patent Number:	7614676
Patent Number:	7614677
Patent Number:	8382124
Patent Number:	8408625
Patent Number:	8366168
Application Number:	13189093
Patent Number:	D697640
Patent Number:	6966590
Application Number:	14242002
Application Number:	61912687
Application Number:	61753985
Application Number:	14160122
Application Number:	61977874
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	301-638-0511
Email:	penelope@ipresearchplus.com
PATENT	

Correspondent Name:	CORPORATION SERVICE COMPANY
Address Line 1:	1090 VERMONT AVENUE, STE 430
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	COS1-39502 (116447-10)
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NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
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SIGNATURE:	/pja/
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DATE SIGNED:	05/05/2014
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Total Attachments: 9

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EXHIBIT A

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 1, 2014, is made by Lifetime Industries, Inc. and LTI Flexible Products, Inc. ("Grantors"), in favor of BNP Paribas ("BNP Paribas"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LTI Flexible Products, Inc., a Minnesota corporation, as Borrower, LTI Holdings, the Lenders and the L/C Issuers from time to time party thereto, the Agent and BNP Paribas, as administrative agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Secured Parties to make their respective extensions of credit to the Borrower under the Obligation Documents, Grantors hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings ascribed thereto, respectively, in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Obligation Documents, hereby grant to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantors (the "Patent Collateral"):

(a) all Patents owned by such Grantors, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, or other violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LIFETIME INDUSTRIES, INC.
as Grantor

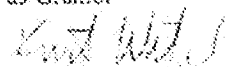
By: [Signature]
Name: Kurt Wetzel
Title: Vice President, Chief Financial Officer
and Secretary

Executing Parties Patent Security Agreement

LTI FLEXIBLE PRODUCTS, INC.

as Grantor

By:



Name: Kurt Wetzel

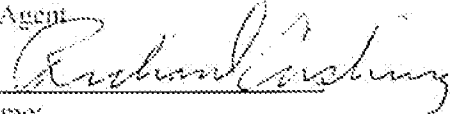
Title: Vice President, Chief Financial Officer
and Secretary

Signature Page to Patent Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

BNP PARIBAS

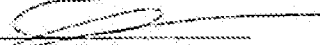
as Agent

By: 

Name:

Title: Its Duty Authorized Signatory

Richard Cushing
Managing Director

By: 

Name:

Title: Its Duty Authorized Signatory

Signature Page to Patent Security Agreement

PATENT
REEL: 032817 FRAME: 0095

SCHEDULE I

Registered Patents and Patent Applications:

Matter No/ Country	Title	Inventor(s)/Applicant	Appln No./ Filing Date	Patent No./ Grant Date	Current Assignee/Owner
697-002 <i>Utility</i>	TRIM AND SEAL ASSEMBLIES FOR VEHICLE WITH SLIDE OUT ROOM AND METHOD OF MANUFACTURE	Daniel J. Martinson	11/286,703 11/23/2005	7,540,116 6/2/2009	Lifetime Industries, Inc., d/b/a LTI Flexible Products, Inc.
697-006 <i>Utility</i>	RESILIENT SEAL FOR MOBILE LIVING QUARTERS	Edwin E. Ksiezopolski Norman L. Newhouse	11/466,235 8/22/2006	7,614,676 11/10/2009	Lifetime Industries, Inc., d/b/a LTI Flexible Products, Inc.
697-006.001 <i>CIP</i>	SEAL ASSEMBLY FOR MOBILE LIVING QUARTERS	Edwin E. Ksiezopolski Norman L. Newhouse	11/621,457 1/9/2007	7,614,677 11/10/2009	Lifetime Industries, Inc., d/b/a LTI Flexible Products, Inc.
697-009.001 <i>Utility</i>	CORNER SEAL DEVICE	Edwin E. Ksiezopolski Norman L. Newhouse	12/849,411 8/3/2010	8,382,124 2/26/13	Lifetime Industries, Inc.
697-012.001 <i>Utility</i>	CORNER SEAL	Edwin E. Ksiezopolski Norman L. Newhouse	13/298,964 11/17/2011	8,408,625 2/5/2013	Lifetime Industries, Inc.

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Matter No/ Country	Title	Inventor(s)/Applicant	Appln No./ Filing Date	Patent No./ Grant Date	Current Assignee/Owner
697-013,001 <i>Utility</i>	OVERLAPPING COMPLEMENTARY BULB SEAL	Edwin E. Ksiezopolski Norman L. Newhouse	13/306,644 11/29/2011	8,366,168 2/5/2013	Lifetime Industries, Inc.
697-014 <i>Utility</i>	TONNEAU COVER SEAL	Norman L. Newhouse	13/189,093 7/22/2011		LTI Flexible Products, Inc.
697-017 <i>Design</i>	OVERLAPPING SEAL	Edwin E. Ksiezopolski	29/429,820 8/17/2012	0697640 1/14/2014	Lifetime Industries, Inc.
697-004 <i>Utility</i>	TWO-PART SEAL FOR A SLIDE-OUT ROOM	Edwin E. Ksiezopolski Norman Newhouse	10/712,937 11/13/2003	6,966,590 11/22/2005	Lifetime Industries, Inc. d/b/a LTI Flexible Products, Inc.
697-016 <i>Utility</i>	EDGE SEAL WITH SIDEWALL SEAL	Edwin E. Ksiezopolski	14/242,002 4/1/2014		Lifetime Industries, Inc.
697-019 <i>Prov.</i>	COMBINATION SPLASH SEAL AND WEAR BAR	Edwin E. Ksiezopolski	61/912,687 12/6/2013		Lifetime Industries, Inc.
697-020 <i>Prov.</i>	ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS	Edwin E. Ksiezopolski	61/753,985 1/18/2013		Lifetime Industries, Inc.
697-020,001 <i>Utility</i>	ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS	Edwin E. Ksiezopolski	14/160,122 1/21/2014		LTI Flexible Products, Inc.

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Matter No/ Country	Title	Inventor(s)/Applicant	Appln No./ Filing Date	Patent No./ Grant Date	Current Assignee/Owner
697-024 <i>Prov</i>	SLIDE OUT SEAL WITH BOX TUNNEL	Edwin E. Ksiezopolski	61/977,874 4/10/2014		Lifetime Industries, Inc.

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