

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3049385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
HENRY COMPANY LLC	10/02/2014

RECEIVING PARTY DATA

Name:	GUGGENHEIM CORPORATE FUNDING, LLC, AS ADMINISTRATIVE AGENT
Street Address:	330 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	8398764
Patent Number:	8580055
Patent Number:	8748515
Patent Number:	8821632
Application Number:	13028476
Application Number:	61565215
Application Number:	13690319
Application Number:	61554427
Application Number:	13665877
Application Number:	61446492
Application Number:	13278064
Application Number:	61451583
Application Number:	13345924
Application Number:	61476314
Application Number:	13449182
Application Number:	62056087
Application Number:	61524200
Application Number:	14473443
Application Number:	61668258

PATENT

Property Type	Number
Application Number:	90012370
Application Number:	61775247
Application Number:	61908910
Application Number:	61830515
Application Number:	14293650
Application Number:	61914850
Application Number:	61942490
Application Number:	61946396
Application Number:	61953640
Application Number:	14278919

CORRESPONDENCE DATA

Fax Number: (212)940-8776

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.

Phone: 212-940-6522

Email: christine.guthrie@kattenlaw.com

Correspondent Name: CHRISTINE GUTHRIE

Address Line 1: 575 MADISON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	207170.00510
NAME OF SUBMITTER:	CHRISTINE GUTHRIE
SIGNATURE:	/ChristineGuthrie/
DATE SIGNED:	10/02/2014

Total Attachments: 9

- source=NY-#20478111-v2-Executed_Second_Lien_Patent_Security_Agreement#page1.tif
- source=NY-#20478111-v2-Executed_Second_Lien_Patent_Security_Agreement#page2.tif
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SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of October 2, 2014, is made by Henry Company LLC, a California limited liability company, the "Grantor", in favor of Guggenheim Corporate Funding, LLC ("Guggenheim"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Guggenheim, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Second Lien Guaranty and Security Agreement, dated as of June 27, 2012, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants 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 the Grantor (the "Patent Collateral"):

(a) all of its Patents, 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, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Patent Collateral shall not include any Excluded Property (as defined in the Second Lien Guaranty and Security Agreement).

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second Lien Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Patents that are subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien 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 6. Governing Law. This Second Lien 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, the Grantor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

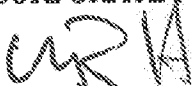
HENRY COMPANY LLC, as Grantor

By: *Jason Bee*
Name: JASON BEE
Title: CEO

[Second Lien Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Agent

By: 
Name: William Hagner
Title: Attorney-in-Fact

[Second Lien Patent Security Agreement]

PATENT
REEL: 033886 FRAME: 0784

SCHEDULE 1
TO
SECOND LIEN PATENT SECURITY AGREEMENT

Henry Company LLC Patents and Pending Applications/Matters

FILE/MATTER NO.	COUNTRY; OWNER	APPL. NO./FILING DATE	PATENT NO./ISSUE DATE	PUBL. NO./PUBL. DATE	TITLE	STATUS
Family 369 MICROBE MITIGATING ARCHITECTURAL BARRIERS, COMPOSITIONS FOR FORMING SUCH BARRIERS AND RELATED METHODS						
Inventors: John Dracopoulos; Lionel Borenstein; Shawn Melancon						
H0450.0411/369U1 US Nonprovisional	United States; Henry Company LLC	13/028,476 02/16/11	--	US 2012- 0039977 02-16-2013-	Microbe Mitigating Architectural Barriers, Compositions for Forming Such Barriers and Related Methods	PUBLISHED
Family 374: TITANIUM AND ZIRCONIUM MIXTURES/EMULSIONS FOR GYPSUM WALLBOARD						
Inventors: Dennis Michael Mahoney, John Hartley Burns and Jonathan T. Stuart						
H0450.0398/374U1 US Nonprovisional	United States; Henry Company LLC	12/634,387 12/09/09	8,398,764 03-19-2013	US-2010- 0152347-A1 06/17/10	Titanium and Zirconium Mixtures and Emulsions for Use in Preparing Gypsum Wallboard	ISSUED
Family 402: MIXTURES AND EMULSIONS TO REDUCE ENERGY IN GYPSUM WALLBOARD MANUFACTURE						
Inventors: Jonathan T. Stuart, Ariel Lender, Norman Davies, Dennis Michael Mahoney (added at non-provisional stage based on dual priority claim)						
H0450.0404/402U1 US Nonprovisional (Based on Both Priority Filings)	United States; Henry Company LLC	12/692,249 01/22/10	8,580,055 11-12-13	US-2010- 0186870 A1 07/29/10	Mixtures and Emulsions to Reduce Energy in Gypsum Wallboard Manufacture	ISSUED
Family 388 ASPHALT COMPOSITIONS HAVING IMPROVED PROPERTIES AND RELATED COATINGS AND METHODS						
Inventors: Dusan V. Subotic; Larisa Kasitskaya; Shawn Melancon						
H0450.0388/388US (Provisional Priority Filing)	United States Henry Company LLC	61/565,215 11/30/11	--	--	Asphalt Compositions Having Improved Properties and Related Coatings and Methods	EXPIRED

FILE/MATTER NO.	COUNTRY; OWNER	APPL. NO./FILING DATE	PATENT NO./ISSUE DATE	PUBL. NO./PUBL. DATE	TITLE	STATUS
H0450.0464/388U1 US NON- PROVISIONAL FILING	United States Henry Company LLC	13/690,319		US 2013- 0136855 05-30-2013	Asphalt Compositions Having Improved Properties and Related Coatings and Methods	PUBLISHED
Family 390 MIXTURES AND EMULSION FOR USE IN PROVIDING STRENGTH TO GYPSUM COMPOSITIONS Inventors: Jonathan T. Stuart; William J. Werts						
H0450.0417/390U1 US Nonprovisional	United States; Henry Company LLC	13/031,167 02/18/11	8,748,515 06-10-2014	US 2011/0257301 A1 10/20/11	Mixtures and Emulsions for Use in Providing Strength to Gypsum Compositions	ISSUED
Family 410 PLASTICIZERS FOR ADHESIVE, COATING AND SEALANT COMPOSITIONS APPLIED TO ASPHALT Inventors: Jonathan T. Stuart; William J. Werts						
H0450.0410/410US US Provisional Priority Filing	United States Henry Company LLC	61/554,427 11/01/11	--	--	Plasticizers for Adhesive, Coatings and Sealant Compositions Applied to Asphalt	EXPIRED
H0450.0410/410US1 US Non-Provisional Priority Filing	United States Henry Company LLC	13/665,877		US 2013- 0108882 05-02-13	Plasticizers for Adhesive, Coatings and Sealant Compositions Applied to Asphalt	PUBLISHED
Family 413 AQUEOUS WAX EMULSIONS HAVING REDUCED SOLIDS CONTENT FOR USE IN GYPSUM COMPOSITIONS AND BUILDING PRODUCTS Inventors: Jonathan T. Stuart; Christopher Lyons; Don Indrajith Perera						
H0450.0413/413US US Provisional Priority Filing	United States; Henry Company LLC	61/446,492 02/24/11	--	--	Aqueous Wax Emulsions Having Reduced Solids Content for Use in Gypsum Compositions and Building Products	EXPIRED
H0450.0454/413U1 US Nonprovisional Filing	United States; Henry Company LLC	13/278,064 10/20/2011	--	US 2012- 0231261 09-13-2012--	Aqueous Wax Emulsions Having Reduced Solids Content for Use in Gypsum Compositions and	PUBLISHED

FILE/MATTER NO.	COUNTRY; OWNER	APPL. NO./FILING DATE	PATENT NO./ISSUE DATE	PUBL. NO./PUBL. DATE	TITLE	STATUS
Family 419 METALLIC COATING COMPOSITIONS HAVING IMPROVED SOLAR REFLECTANCE AND ANTI-SETTLING PROPERTIES Inventors: Ariel Lender; Norman Davies						
H0450.0419/419US US Provisional Priority Filing	United States; Henry Company LLC	61/451,583 03/10/11	--	--	Metallic Coating Compositions Having Improved Solar Reflectance and Anti- Settling Properties	EXPIRED
H0450.0456/419U1 US Nonprovisional Filing	United States; Henry Company LLC	13/345,924 01/09/12	--	US 2012- 0231261 09-13-2012	Metallic Coating Compositions Having Improved Solar Reflectance and Anti- Settling Properties	PUBLISHED
Family 421 WAX EMULSION FOR USE IN BUILDING Inventors: Dennis, Mahoney; John Burns; Jonathan Stuart						
H0450.0421/421US US Provisional Priority Filing	United States; Henry Company LLC	61/476,314 04/17/11	--	--	Wax Emulsion for Use in Building Products	EXPIRED
H0450.0421/421US1 US Non- Provisional Priority Filing	United States; Henry Company LLC	13/449,182 04-17-2012		US 2012- 0263963 10-18-2012	Wax Emulsion for Use in Building Products	PUBLISHED
Family ___ WAX-BASED COLLOIDAL DISPERSION POWDERS Inventors: Yet to be Determined						
092457.000167 US Provisional Priority Filing	United States; Henry Company LLC	62/056,087 09-26-2014			Powders From Wax-Based Colloidal Dispersions and Their Process of Making	provisional
Family AQUEOUS ASPHALT/WAX EMULSIONS FOR USE IN GYPSUM CMOPOSITIONS AND BUILDING PRODUCTS Inventors: Jonathan Stuart; William Werts; Alexis Gonzalez						
HNRY.015PR US Provisional Priority Filing	United States; Henry Company LLC	61/524,200 08/16/2011	--	--	Aqueous Asphalt/Wax Emulsions for Use in Gypsum Compositions and	EXPIRED

HENRY.015A US Nonprovisional Filing	United States; Henry Company LLC	13/585,719 8/14/2012	8,821,632 09/02/2014	2014/0042792 02/21/2013	Building Products Aqueous Asphalt/Wax Emulsions for Use in Gypsum Compositions and Building Products	PATENTED
HENRY.015C1 US Continuation of HENRY.015A	United States; Henry Company LLC	14/473,443 08/29/2014	--	--	Aqueous Asphalt/Wax Emulsions for Use in Gypsum Compositions and Building Products	PENDING
Family ASPHALT-CLAY EMULSIONS WITH FILLER Inventors: Jonathan Stuart; Ariel Lender; William Werts						
HENRY.016PR	United States; Henry Company LLC	61/668,258 07/05/2012	--	--	Asphalt-Clay Emulsions with Filler	EXPIRED
Family Water Resident Syppsum Composition and Emulsion						
HENRY.018X1 Reexamination of U.S. Nonprovisional Filing 5,437,722	United States; Henry Company LLC	90/012370 06/22/12	--	--	Water Resident Gypsum Composition and Emulsion	TERMINATED
Family Novel Stabilizer for Wax Emulsions Inventors: Amba Ayambem; Alex Gonzalez; Kate Santullo						
HENRY.020PR US Provisional Priority Filing	United States; Henry Company LLC	61/775,247 03/08/2013	--	--	Novel Stabilizer for Wax Emulsions	EXPIRED
Family Modified Cold Asphalt Emulsion Inventors: Dusan Subotic; Larisa Kasitskaya; Srdjan Stankovic						
HENRY.022PR US Provisional Priority Filing	United States; Henry Company LLC	61/908,910 11/26/2013	--	--	Modified Cold Asphalt Emulsion	PENDING
Family Neutral Aqueous Wax Emulsions Inventors: Amba Ayambem; Alex Gonzalez; Kate Santullo						
HENRY.023PR US Provisional Priority Filing	United States; Henry Company LLC	61/830,515 06/03/2013	--	--	Neutral Aqueous Wax Emulsions	EXPIRED
HENRY.023A US Nonprovisional Filing	United States; Henry Company LLC	14/293,650 06/02/2014	--	--	Neutral Aqueous Wax Emulsions	PENDING
Family Water-Resistant Products Using a Wax Emulsion Inventors: Amba Ayambem; Alex Gonzalez; John Dobson						
HENRY.028PR	United States;	61/914/850	--	--	Water-Resistant Joint	PENDING

US Provisional Priority Filing	Henry Company LLC	12/11/2013				Compound	
HENRY.028PR2 US Provisional Priority Filing	United States; Henry Company LLC	61/942,490 02/20/2014	--	--	--	Water-Resistant Products Using A Wax Emulsion	PENDING
HENRY.028PR3 US Provisional Priority Filing	United States; Henry Company LLC	61/946,396 02/28/2014	--	--	--	Water-Resistant Products Using A Wax Emulsion	PENDING
HENRY.028PR4 US Provisional Priority Filing	United States; Henry Company LLC	61/953,640 03/14/2014	--	--	--	Water-Resistant Products Using A Wax Emulsion	PENDING
HENRY.028A US Nonprovisional Filing	United States; Henry Company LLC	14/278,919 05/15/2014	--	--	--	Water-Resistant Products Using A Wax Emulsion	PENDING