503049423 11/05/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3096023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NFA COPR.	11/05/2014

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL BANKING ASSOCIATION		
Street Address:	ONE INTERNATIONAL PLACE		
Internal Address:	42ND FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8091184
Patent Number:	8099837
Application Number:	13787929

CORRESPONDENCE DATA

Fax Number: (216)579-0212

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: (216) 586-7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

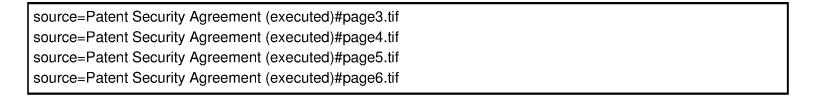
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	080461-625025 (DAN)
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	11/05/2014

Total Attachments: 6

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PATENT 503049423 REEL: 034110 FRAME: 0656



PATENT SECURITY AGREEMENT (NFA CORP.)

This PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of November 5, 2014, is made between NFA CORP., a Massachusetts corporation (the "<u>Grantor</u>"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successor(s) thereto, the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender are parties to the Credit Agreement, dated as of November 5, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Pledge and Security Agreement, dated as of November 5, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make Loans and other extensions of credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

- Section 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- Section 2. <u>Grant of Security Interest</u>. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, grants and transfers to the Lender a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "<u>Patent Collateral</u>"):
 - (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a);
 - (c) all of its patent licenses; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

NFA CORP.

By:

Name: Lee S. Casty Title: President

[Signature Page to Patent Security Agreement]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By

Name: Jacob Dowden

Title: Senior Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I to Patent Security Agreement

Issued Patents

United States 8,091,184 1/10/2012 FESTOONED TRIM CLIP SYSTEM AND METHOD FOR ATTACHING FESTOONED CLIPS TO A SUBSTRATE LOW-PROFILE UPHOLSTERY CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE FESTOONED TRIP CLIP SYSTEM AND METHOD FOR ATTACHING FESTOONED CLIPS TO A SUBSTRATE European Patent Office 08 830 832.5 3/12/2014 LOW-PROFILE UPHOLSTERY CLIPS TO A SUBSTRATE LOW-PROFILE UPHOLSTERY CLIPS TO A SUBSTRATE LOW-PROFILE UPHOLSTERY CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE France 2157887 10/11/2011 FESTOONED TRIP CLIP	Country	Patent No.	Issue Date	Title
United States 8,099,837 1/24/2012 LOW-PROFILE UPHOLSTERY CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE European Patent Office 9/14/2011 FESTOONED TRIP CLIP SYSTEM AND METHOD FOR ATTACHING FESTOONED CLIPS TO A SUBSTRATE European Patent Office 3/12/2014 LOW-PROFILE UPHOLSTERY CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE TO A FOAM SUBSTRATE CLIP FOR ATTACHING A BEAD TO A FOAM SUBSTRATE	United States	8,091,184	1/10/2012	
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CLIPS TO A SUBSTRATE				
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CLIP FOR ATTACHING A BEAD				
TO A FOAM SUBSTRATE				
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ATTACHING FESTOONED				
CLIPS TO A SUBSTRATE				
Italy 23208/BE/2014 5/27/2014 LOW-PROFILE UPHOLSTERY	Italy	23208/BE/2014	5/27/2014	
CLIP FOR ATTACHING A BEAD				CLIP FOR ATTACHING A BEAD
TO A FOAM SUBSTRATE				
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SYSTEM AND METHOD FOR				
ATTACHING FESTOONED				
CLIPS TO A SUBSTRATE				
Japan 5,575,647 7/11/2014 LOW-PROFILE UPHOLSTERY	Japan	5,575,647	7/11/2014	LOW-PROFILE UPHOLSTERY
CLIP FOR ATTACHING A BEAD	-			
TO A FOAM SUBSTRATE				TO A FOAM SUBSTRATE

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Pending Patent Applications

Country	Serial No.	Filing Date	Title
United States	13/787,929	3/7/2013	FESTOONED TRIM CLIP
	,		SYSTEM AND METHOD FOR
			ATTACHING FESTOONED
			CLIPS TO A SUBSTRATE
European Patent	EP2774807	9/9/2014	FESTOONED TRIP CLIP
Office			SYSTEM AND METHOD FOR
			ATTACHING FESTOONED
			CLIPS TO A SUBSTRATE
Japan	2014-97,411	11/29/2013 (Pub.	FESTOONED TRIP CLIP
1		Date)	SYSTEM AND METHOD FOR
			ATTACHING FESTOONED
			CLIPS TO A SUBSTRATE

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RECORDED: 11/05/2014