

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3124162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID SUTHERLAND INCORPORATED	10/02/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1445 ROSS AVENUE, SUITE 300
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D703960
Patent Number:	D707458
CORRESPONDENCE DATA	
Fax Number:	(804)344-7999
<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:	804-788-8331
Email:	HWRITM@hunton.com
Correspondent Name:	STEPHEN P. DEMM - HUNTON & WILLIAMS LLP
Address Line 1:	951 EAST BYRD STREET
Address Line 2:	RIVERFRONT PLAZA - EAST TOWER
Address Line 4:	RICHMOND, VIRGINIA 23219-4074
NAME OF SUBMITTER:	STEPHEN P. DEMM
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	11/26/2014
Total Attachments: 4	
source=Patent Security Agreement David Sutherland Inc#page1.tif	
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PATENT SECURITY AGREEMENT

WHEREAS, DAVID SUTHERLAND, INCORPORATED ("Grantor") owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Wells Fargo Bank, National Association ("Secured Party") have entered into that certain Amended and Restated Credit Agreement dated as of October 2, 2014 (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 25, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), among Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment of all obligations under the Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, other than off the shelf software licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent applications referred to in Schedule 1 annexed hereto and any patent licensed under any patent license listed on Schedule 1 annexed hereto.

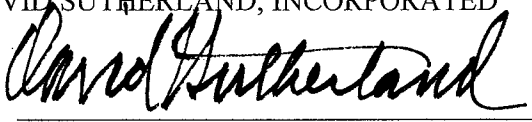
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 2nd day of October, 2014.

Acknowledged:

GRANTOR:

DAVID SUTHERLAND, INCORPORATED

By: 

David Sutherland
President

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 2nd day of October, 2014.

Acknowledged:

GRANTOR:

DAVID SUTHERLAND, INCORPORATED

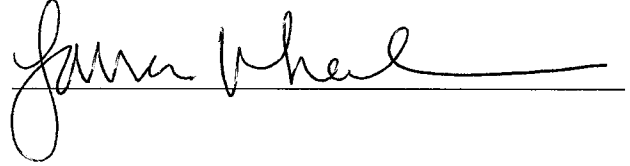
By: _____

David Sutherland
President

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

A handwritten signature in black ink, appearing to read "Janna Wheeler", is written over a horizontal line.

Schedule 1
to
Patent Security Agreement

Application No. or Patent No.	Filing Date or Issue Date	Title	Owner
D703,960	5/6/14	Chair	David Sutherland, Inc. d/b/a Sutherland
D707,458	6/24/14	Chaise Lounge	David Sutherland, Inc. d/b/a Sutherland