

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3164248

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the THE ADDRESS OF THE RECEIVING PARTY. previously recorded on Reel 034570 Frame 0692. Assignor(s) hereby confirms the SECURITY INTEREST.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HANDI QUILTER, INC.	12/19/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC
<b>Street Address:</b>	30 SOUTH WACKER DRIVE SUITE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6615756
<b>Patent Number:</b>	6792884
<b>Application Number:</b>	13345296
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)755-7306
<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>	
<b>Phone:</b>	212.326.3939
<b>Email:</b>	NYTEF@JONESDAY.COM
<b>Correspondent Name:</b>	SHEEL A. PATEL
<b>Address Line 1:</b>	222 EAST 41 STREET
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	108344-600027
<b>NAME OF SUBMITTER:</b>	SHEEL A. PATEL
<b>SIGNATURE:</b>	/Sheel A. Patel/
<b>DATE SIGNED:</b>	12/29/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 8</b>	
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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3159141

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HANDI QUILTER, INC.	12/19/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MADISON CAPITAL FUNDING LLC	
<b>Street Address:</b>	800 NICOLLET MALL	
<b>City:</b>	MINNEAPOLIS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55402	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6615756	
<b>Patent Number:</b>	6792884	
<b>Application Number:</b>	13345296	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)755-7306	
<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>		
<b>Phone:</b>	212.326.3939	
<b>Email:</b>	NYTEF@JONESDAY.COM	
<b>Correspondent Name:</b>	SHEEL A. PATEL	
<b>Address Line 1:</b>	222 EAST 41 STREET	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017	
<b>ATTORNEY DOCKET NUMBER:</b>	108344-600027	
<b>NAME OF SUBMITTER:</b>	SHEEL A. PATEL	
<b>SIGNATURE:</b>	/Sheel A. Patel/	
<b>DATE SIGNED:</b>	12/22/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>		
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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2014, is made by HANDI QUILTER, INC. ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the patents and patent applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Handi Quilter, Inc., as borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 19, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, 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 arising or acquired:

(a) any and all letters patent and applications for letters patent owned by Grantor, including, without limitation, each patent and patent application listed on Schedule 1 hereto;

(b) all reissues, extensions, divisions, continuations and continuations-in-part of any of the foregoing; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent listed on Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to

take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HANDI QUILTER, INC., as Grantor

By: 

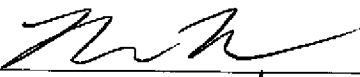
Name: Mark Hyland

Title: Chief Executive Officer

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as  
Agent and Grantee

By:   
Name: *Michael Nativi*  
Title: *Director*

**SCHEDULE 1**  
**to**  
**Patent Security Agreement**

**U.S. Patents and Applications**

<b>Title</b>	<b>Appl. No.</b>	<b>Filed</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
ADJUSTABLE, LIGHTWEIGHT, COLLAPSIBLE QUILTING APPARATUS AND METHODS FOR USING SAME	10/003984	10/31/01	6615756	09/09/03	Handi Quilter, Inc.
ADJUSTABLE, LIGHTWEIGHT, COLLAPSIBLE QUILTING APPARATUS AND METHODS FOR USING SAME	10/657581	09/08/03	6792884	09/21/04	Handi Quilter, Inc.
SYSTEM AND METHOD FOR CONTROLLING STITCHING USING A MOVABLE SENSOR	13/345296	01/06/12	N/A	N/A	Handi Quilter, Inc.