503284094 04/28/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3330712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
STRATHMORE HOLDINGS, LLC	04/27/2015

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	2200 ROSS AVENUE, 8TH FLOOR	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75210	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6706404

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	13312-526	
NAME OF SUBMITTER:	JAN MUENNINK	
SIGNATURE:	/Jan Muennink/	
DATE SIGNED:	04/28/2015	

Total Attachments: 4

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PATENT 503284094 REEL: 035520 FRAME: 0222

PATENT SECURITY AGREEMENT

WHEREAS, STRATHMORE HOLDINGS, LLC, a Delaware limited liability company ("<u>Grantor</u>"), owns the Patents and patent applications listed on <u>Schedule 1</u> annexed hereto, and is a party to the Licenses listed on <u>Schedule 1</u> annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of April 27, 2015 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among The Whitmore Manufacturing Company ("Borrower"), certain subsidiaries of Borrower, and JPMorgan Chase Bank, N.A., as administrative agent ("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 Licenses, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

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) (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country); (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements thereof; and (e) all rights corresponding to any of the foregoing throughout the world (the "Patents"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each License, including, without limitation, each License listed on $\underline{\text{Schedule 1}}$ annexed hereto; and
- (3) accessions to, substitutions for and replacements, Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

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.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above. Acknowledged: **GRANTOR:** SECURED PARTY: STRATHMORE HOLDINGS, LLC JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent By: The Whitmore Manufacturing Company, as its Member Name:

By:

Name: Chuck Hosler

Title: Chief Financial Officer

executed by its duly authorized officer thereunto as o	caused this Patent Security Agreement to be duly afthe first date written above.
Acknowledged:	
GRANTOR:	SECURED PARTY:
STRATHMORE HOLDINGS, LLC	JPMORGAN CHASE BANK, NATIONAL
By: The Whitmore Manufacturing Company, as its Member	ASSOCIATION, as administrative agent By:
By: Name: Title:	Name: Scott 12. Maccaul Title: Senior Underweiter

Schedule 1 to Patent Security Agreement

RECORDED: 04/28/2015

Country of Issue	United States
Issue Date	March 16, 2005
Registered Patent No.	6,706,404
Nature of Debtor's Interest (e.g. owner, licensee)	Assignee/owner
Registered Owner	Strathmore Holdings, LLC

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