

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3351245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TL)
CONVEYING PARTY DATA	
Name	Execution Date
PRIMESOURCE BUILDING PRODUCTS, INC.	05/08/2015
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7255523
Patent Number:	7165695
Application Number:	13908037
Application Number:	12705749
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	JENNIFER RIEHL, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	CAHILL GORDON & REINDEL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	JENNIFER RIEHL, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	05/13/2015
Total Attachments: 6	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

PrimeSource Building Products, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 8, 2015

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Patent Security Agreement (TL)

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/908,037

7,255,523

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

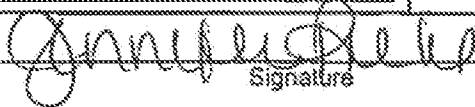
- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 11, 2015

Date

Jennifer Riehl

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Patent Security Agreement

Patent Security Agreement, dated as of May 8, 2015, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Term Loan Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Term Loan Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions

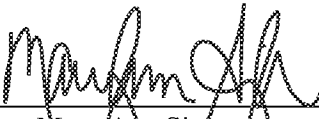
contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

PRIMESOURCE BUILDING PRODUCTS, INC., as
Grantor

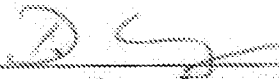
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

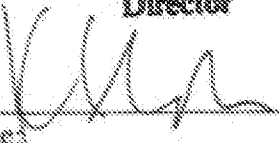
[Signature Page to Patent Security Agreement (Term Loan)]

PATENT
REEL: 035654 FRAME: 0755

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Kirk L. Tashjian**
Title: **Director**

[Signature Page to Patent Security Agreement (Term)]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Patent Number/Serial Number</u>	<u>Title</u>
Prime Source Building Products, Inc.	7,255,523	Dual Threaded Screw for Composite Materials
Prime Source Building Products, Inc.	7,165,695	Dispensing Container for Dispensing Fasteners
Prime Source Building Products, Inc.	13/908,037	Edge Overlay for Layered Insulative Blanket
Prime Source Building Products, Inc.	12/705,749	Patterned Roofing underlayment