

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3480537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MOSS HOLDING COMPANY	08/10/2015
RECEIVING PARTY DATA	
Name:	GRAYCLIFF MEZZANINE II LP
Street Address:	500 FIFTH AVENUE
Internal Address:	47TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14459233
Application Number:	14459238
Application Number:	62121354
CORRESPONDENCE DATA	
Fax Number:	(612)340-8827
<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:	(612) 340-2600
Email:	benton.katie@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500
Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
NAME OF SUBMITTER:	KATHERINE BENTON
SIGNATURE:	/Katherine Benton/
DATE SIGNED:	08/12/2015
Total Attachments: 4	
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This instrument and the rights and obligations evidenced hereby are and shall at all times be and remain subordinated in right of payment to the extent and in the manner set forth in that certain Subordination Agreement, dated as of June 28, 2013, by and among Fifth Third Bank, Graycliff Mezzanine II LP, Moss Holding Company, and CPC/Moss Holdings, Inc., as amended, to the prior payment in full in cash of all Senior Debt (as defined therein).

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) dated as of August 10, 2015 is executed and delivered by MOSS HOLDING COMPANY, a Delaware corporation (“**Grantor**”), in favor of GRAYCLIFF MEZZANINE II LP, in its capacity as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “**Collateral Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor owns the letters patent and/or applications for letters patent of the United States set forth on Annex 1 hereto (collectively, the “**Registered Patents**”);

WHEREAS, Grantor has executed and delivered in favor of Collateral Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Collateral Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Patents to secure the prompt and complete payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Patents, and all recordings and registrations thereof and applications therefor, including, without limitation, the inventions described therein, and all reissues, continuations, divisions, renewals, extensions and continuations-in-part thereof; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Patents.

3. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile and other electronic transmission shall bind the parties hereto.

4. *Governing Law.* THE LEGAL REQUIREMENTS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

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- Signature Page(s) Follow -

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

MOSS HOLDING COMPANY,
a Delaware corporation

By: 

Name: Mark G. Ollinger

Title: EVP – Chief Financial Officer

**ANNEX 1
TO
PATENT SECURITY AGREEMENT**

PATENTS

PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>
In-line frame connector assembly and system for large portable frameworks	14459233	8/13/14
Corner tab kit and system for portable fabric panel displays	14459238	8/13/14
ROUND TUBE CLADDING FOR PANEL-FRAME INTERFACE	62121354	2/26/15