#### 503504633 10/01/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3551259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
HIGHLAND METALS INC.	09/30/2015

#### **RECEIVING PARTY DATA**

Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT	
Street Address:	551 MADISON AVENUE, 6TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	7909602	

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7806

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.

**Phone:** 312-863-7198

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.017
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	10/01/2015

#### **Total Attachments: 5**

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> PATENT REEL: 036700 FRAME: 0780

503504633

#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Agreement"), dated as of September 30, 2015, by and between HIGHLAND METALS INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as Administrative Agent.

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including without limitation, as amended by the Consent, Joinder and Third Amendment to Credit Agreement, dated as of the date hereof, the "Credit Agreement"), by and among GHW Holdings Corporation, a Delaware corporation ("Closing Date Borrower"), G & H Wire Company, Inc., a Delaware corporation ("Operating Borrower"; together with Closing Date Borrower, the "Borrowers"), the other Loan Parties from time to time party thereto, Administrative Agent and the Persons from time to time party thereto as lenders (collectively, the "Lenders"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement, dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including without limitation, by the Joinder to Security Agreement, dated as of the date hereof executed by Grantor, the "Security Agreement"), by and among the Borrowers, the other grantors party thereto (including without limitation, Grantor) and Administrative Agent, as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor (subject to the limitation contained herein), whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

#### 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Patents, including, without

PATENT REEL: 036700 FRAME: 0781 limitation, the registered Patents and applications set forth on <u>Schedule A</u> hereto, and all proceeds and products thereof (collectively, the "<u>Patent Collateral</u>").

- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.
- 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
- 5. The terms of Sections 6.15 ("<u>Termination</u>") and 6.16 ("<u>Release of Portions of Collateral</u>") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

HIGHLAND METALS INC., a Delaware corporation

By: Khur L Daylay
Name: Robert A. Langley

Title: Vice President and Secretary

Signature Page to Patent Security Agreement

## ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC , as Administrative Agent

By: \_\_\_\_\_\_\_Name: Marc C. Robinson

Title: Managing Director

## Schedule A

# **PATENTS**

PATENT	PATENT NUMBER	REGIS. DATE
Orthodontic Chain Elastic	7909602	3/22/11

PATENT REEL: 036700 FRAME: 0785

**RECORDED: 10/01/2015**