

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3604997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
R.J. DOUGHERTY ASSOCIATES LLC	11/02/2015
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	825 BALLOUGH ROAD, SUITE 220
City:	DAYTONA BEACH
State/Country:	FLORIDA
Postal Code:	32114
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5913995
Patent Number:	7182038
Application Number:	14065274
CORRESPONDENCE DATA	
Fax Number:	(404)873-8501
<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:	404-870-5617
Email:	susan.lake@agg.com
Correspondent Name:	SUSAN LAKE, PARALEGAL
Address Line 1:	171 17TH STREET
Address Line 2:	ARNALL GOLDEN & GREGORY
Address Line 4:	ATLANTA, GEORGIA 30363
ATTORNEY DOCKET NUMBER:	14686-215
NAME OF SUBMITTER:	SUSAN LAKE
SIGNATURE:	/Susan Lake/
DATE SIGNED:	11/06/2015
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 2, 2015, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of November 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and assigns as security to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

Section 7. Termination. This Patent Security Agreement and the grant of a security interest in this Patent Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Payment in Full Date (as defined in the Guaranty and Security Agreement), whereupon this Patent Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and the Administrative Agent shall, at the written request and the expense of the Borrowers, promptly release, reassign and transfer Patent Collateral to the Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Patent Security Agreement to be of no further force or effect.

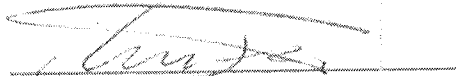
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

R. J. DOUGHERTY ASSOCIATES LLC
a Florida limited liability company
as Grantor

By:



Name: Tom Flocco

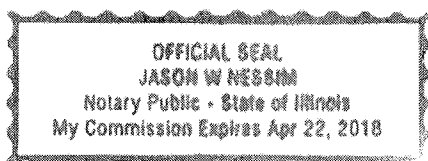
Title: Chief Executive Officer

[Patent Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)
County of Cook) ss.

On this 29th day of October, 2015 before me personally appeared Tom Flocco, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of R. J. Dougherty Associates LLC, a Florida limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.



Jason W. Nesbitt
Notary Public

{Patent Security Agreement}

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 

Name: Sherry D. Harris

Title: Senior Vice President

[Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Patent</u>	<u>Inventor</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method for fabricating boat hulls and other laminate components	Robert Dougherty	5,913,995	6/22/99
Integrated Sliding Windshield for a Boat	Stephen Dougherty	7,182,038	2/27/07

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Inventor</u>	<u>Application Number</u>	<u>Filing Date</u>
Secondary navigation station	Stephen Dougherty and Joseph Baker Flota	14065274	10/28/2013

3. PATENT LICENSES

None.