

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3707406

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PARTHENON METAL WORKS, LLC	01/21/2016
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	1300 EAST NINTH STREET, 13TH FLOOR	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44114	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9120640
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.digrande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	
Address Line 2:	55 E MONROE ST., SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1075.252	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	01/22/2016	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of January 21, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between PARTHENON METAL WORKS, LLC, a Delaware limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the ABL Credit Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Crowne Group Holdings, LLC, a Delaware limited liability company, Crowne Group, LLC, a Delaware limited liability company (the "Borrower Representative"), the other Borrowers identified therein, the Lenders identified therein, the Administrative Agent and each of the other parties party thereto from time to time and (b) the ABL Guaranty, Pledge and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower Representative, each of the other Grantors identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in satisfaction of the terms and conditions set forth in the Credit Agreement and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.03 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance in full when due of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Patents arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantor, including those issued or applied for Patents listed on Schedule I; provided that no security interest is granted on any Excluded Property (the "Patent Collateral"). The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Patent Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Patent Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

PARTHENON METAL WORKS, LLC

By: 

Name: Patrick James

Title: Chairman and Chief Executive Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Christopher C. Tran
Title: Authorized Officer

Schedule I to Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

Grantor	Name of Patent	Application Number	File Date	Registration Number	Registration Date
Parthenon Metal Works, LLC	COLLAPSIBLE WIRE CARRIER	13/721,220	12/20/2012	9,120,640	9/1/2015