503815308 05/06/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3861956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BTPS, LLC	05/06/2016

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS AGENT		
Street Address:	3475 PIEDMONT ROAD NE		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30305		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14660603	

CORRESPONDENCE DATA

Fax Number: (404)522-8409

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:
 4045235300

 Email:
 rjk@phrd.com

Correspondent Name: PARKER HUDSON RAINER & DOBBS LLP PHRD

Address Line 1: 303 PEACHTREE STREET NE, SUITE 3600

Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	5285-7		
NAME OF SUBMITTER:	BOBBI ACCORD NOLAND		
SIGNATURE:	/ban/		
DATE SIGNED:	05/06/2016		

Total Attachments: 5

source=05. (b) Notice of Grant of Security Interest in Patents - BTPS#page1.tif source=05. (b) Notice of Grant of Security Interest in Patents - BTPS#page2.tif source=05. (b) Notice of Grant of Security Interest in Patents - BTPS#page3.tif source=05. (b) Notice of Grant of Security Interest in Patents - BTPS#page4.tif source=05. (b) Notice of Grant of Security Interest in Patents - BTPS#page5.tif

PATENT 503815308 REEL: 038485 FRAME: 0492

NOTICE OF GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of May 6, 2016, is made by **BTPS**, **LLC**, a Georgia limited liability company ("Grantor"), having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **JPMORGAN CHASE BANK**, **N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for various financial institutions (collectively, the "Lenders"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Grantor, BIG TIME PRODUCTS, LLC, a Georgia limited liability company ("Products"), APOLLO MARKETING, LLC, a Georgia limited liability company ("Apollo"), BIG TIME DÉCOR, LLC, a Georgia limited liability company ("Décor"), ROOSTER SERVICES, LLC, a Texas limited liability company ("Rooster Services"), BIG TIME PRODUCTS/PRODUITS GROS TEMPS INC., a limited company incorporated in British Columbia, Canada ("Canadian Borrower"; together with Grantor, Products, Apollo, Décor, Rooster Services and Canadian Borrower, together with any other person party thereto as a borrower from time to time, collectively, the "Borrowers" and each individually, a "Borrower"), the other Loan Parties, Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations to Grantor and its affiliates subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Joinder and Supplement to Amended and Restated Pledge and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), by and among the Borrowers, certain of their affiliates, and Administrative Agent, which Joinder Agreement amends and supplements that certain Amended and Restated Pledge and Security Agreement dated as of August 19, 2015 (as at any time amended, modified, supplemented, extended or restated, the "Security Agreement"), by and among Products, Apollo, Décor, Canadian Borrower, certain of their affiliates from time to time and Administrative Agent, Grantor has agreed to, among other things, grant to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in all of Grantor's intellectual property, including, without limitation, all of Grantor's patents and related rights, to secure all obligations and liabilities owing from time to time from Grantor to the Lenders under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make extensions of credit to Grantors and/or its affiliates pursuant to the Credit Agreement, Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.
- 2. <u>Notice of Grant of Security Interest</u>. Grantor hereby assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under Grantor's Patents,

PATENT REEL: 038485 FRAME: 0493 including, without limitation, all patents and patent applications, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and all rights corresponding thereto, in each case as listed on Schedule A hereto.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- 5. <u>Counterparts</u>. 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 counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank; Signatures appear on the following pages.] IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

BTPS, LLC

Name: Andy Bolt

Title: Chief Financial Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]

REEL: 038485 FRAME: 0495

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By A Anderson

Title: Authorized Officer

$\frac{\text{SCHEDULE A}}{\underline{\text{TO}}} \\ \text{NOTICE OF GRANT OF SECURITY INTEREST IN PATENT RIGHTS}$

Patents owned by BTPS, LLC:

Patent	Serial No. and File Date	File Date	Publication No.	Publication Date
Wall-mount vanity bracket	14660603	03/17/2015	20150265051	09/24/2015

PATENT REEL: 038485 FRAME: 0497

RECORDED: 05/06/2016