

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3863374

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROOSTER PRODUCTS INTERNATIONAL, INC.	05/06/2016
	BTPS, LLC	05/06/2016
RECEIVING PARTY DATA		
Name:	FMP AGENCY SERVICES, LLC, AS ADMINISTRATIVE AGENT	
Street Address:	21 CUSTOM HOUSE STREET, 10TH FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 22		
	Property Type	Number
	Patent Number:	D481535
	Patent Number:	D482524
	Patent Number:	D482196
	Patent Number:	D496787
	Patent Number:	6766532
	Patent Number:	D501078
	Patent Number:	D502599
	Patent Number:	6637034
	Patent Number:	D594160
	Patent Number:	D594161
	Patent Number:	8991672
	Patent Number:	D743695
	Patent Number:	D744233
	Patent Number:	D718930
	Patent Number:	D743172
	Application Number:	14307722
	Patent Number:	9283669
	Application Number:	29494262
	Patent Number:	D723797

PATENT

Property Type	Number
Patent Number:	D733365
Patent Number:	D740548
Application Number:	14660603

CORRESPONDENCE DATA

Fax Number:
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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: ELAINE CARRERA, LEGAL ASSISTANT

Address Line 1: 80 PINE STREET

Address Line 2: C/O CAHILL GORDON & REINDEL LLP

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/09/2016

Total Attachments: 8

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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 **ROOSTER PRODUCTS INTERNATIONAL, INC.**, a Texas corporation ("Rooster"), having an address at 17280 N. Green Mountain Road, San Antonio, Texas 78247, and **BTPS, LLC**, a Georgia limited liability company ("BTPS" and, together with Rooster and any other person joining this Agreement from time to time as a grantor, each a "Grantor" and, collectively, the "Grantors"), having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **FMP AGENCY SERVICES, LLC**, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for the Purchasers.

WHEREAS, pursuant to that certain Amended and Restated Securities Purchase Agreement dated May 6, 2016 (as at any time further amended, restated, supplemented or otherwise modified, the "Securities Purchase Agreement"), by and among NB Parent Company Inc., a Delaware corporation ("Holdings"), NB Products Inc., a Delaware corporation (the "Company"), the Guarantors named therein, each of the Purchasers named therein, the other Noteholders from time to time party thereto and the Administrative Agent, the Purchasers have agreed to purchase the Purchased Securities subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Joinder Agreement, Second Amendment and Supplement to Pledge and Security Agreement dated as of May 6, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), by and among the Company, Holdings, Rooster, Rooster Services, LLC, a Texas limited liability company, the other Guarantors party thereto and the Administrative Agent, which Joinder Agreement amends and supplements that certain Pledge and Security Agreement dated as of February 24, 2015 (as at any time further amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among Company, Holdings, the other Guarantors party thereto and the Administrative Agent, each 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 such Grantor's intellectual property, including, without limitation, all of such Grantor's patents and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to the Purchasers under the Securities Purchase Agreement, the Security Agreement, or otherwise; and

WHEREAS, each 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 Purchasers to purchase the Purchased Securities pursuant to the Securities Purchase Agreement, each Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. 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. Notice of Grant of Security Interest. Each Grantor hereby assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Patents, 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. Purpose. 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. Acknowledgment. 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 Securities Purchase 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.

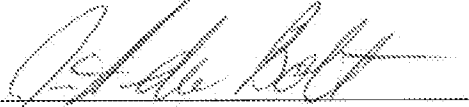
5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of 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:

**ROOSTER PRODUCTS INTERNATIONAL,
INC.**

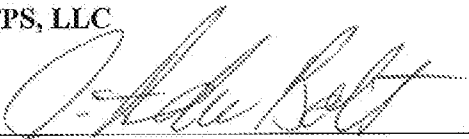
By 

Name: **Andy Bolt**

Title: Chief Financial Officer

[SEAL]

BTPS, LLC

By 

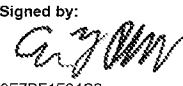
Name: **Andy Bolt**

Title: Chief Financial Officer

[SEAL]

FMP AGENCY SERVICES, LLC,
as Administrative Agent

DocuSigned by:


By _____

FBB88E7BE1F24C2

Name: Eric Rogoff
Title: Vice President

Notice of Grant of Security Interest in Patent Rights – Rooster (Big Time)

PATENT
REEL: 038639 FRAME: 0281

SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN PATENT RIGHTS

Patents owned by Rooster Products International, Inc.:

Title	Application Serial No./ Filing Date	Patent No./ Issue Date
<i>Tool Pouch</i> Inventors: Juan Pablo Cabrera and Daniel Cabana Assigned to Rooster Products	29/172,635 12/16/2002	D481,535 11/04/2003
<i>Tool Pouch</i> Inventors: Juan Pablo Cabrera and Daniel Cabana Assigned to Rooster Products	29/172,636 12/16/2002	D482,524 11/25/2003
<i>Tool Belt and Pouches</i> Inventors: Juan Pablo Cabrera and Daniel Cabana Assigned to Rooster Products	29/172,637 12/16/2002	D482,196 11/18/2003
<i>Tool Belt and Pouches</i> Inventors: Juan Pablo Cabrera and Daniel Cabana Assigned to Rooster Products	29/192,944 10/31/2003	D496,787 10/05/2004
<i>Adjustable Belt</i> Inventor: Daniel Cabana Assigned to Rooster Products	10/734,454 12/12/2003	6,766,532 07/27/2004
<i>Adjustable Belt</i> Inventor: Daniel Cabana Assigned to Rooster Products	29/194,098 11/19/2003	D501,078 01/25/2005
<i>Contractor Tool Belt</i> Inventors: Tim Cabana and Jay Beyler Assigned to Rooster Products	29/199,242 02/11/2004	D502,599 03/08/2005
<i>Weight Distributing Knee Pad</i> Inventor: Michael Worden Assigned to Rooster Products	10/195,289 07/15/2002	6,637,034 10/28/2003
<i>Knee pad</i> (The ornamental design for a knee pad) Inventor: Michael Worden Assigned to Rooster Products	295,705 10/04/2007	D594,160 06/09/2009
<i>Elbow pad</i> (The ornamental design for an elbow pad) Inventor: Michael Worden Assigned to Rooster Products	295,706 10/04/2007	D594,161 06/09/2009

Title	Application Serial No./ Filing Date	Patent No./ Issue Date
<i>Tool Pouch With Rotatable Cover</i> (Tool Pouch Pocket with Pivoting Closure) (Inventor: Mathew Hassler) Assigned to Rooster Products Track I Petition Granted 07/15/2014	14/312,600 06/23/2014	8,991,672 B2 03/31/2015
<i>Tool Pouch With Rotatable Cover</i> (Tool Pouch Pocket with Pivoting Closure) (Inventor: Mathew Hassler; David Arredondo) Assigned to Rooster Products	29/494,263 06/18/2014	D743,695 11/24/2015
<i>Multiple Tool Dock</i> (Multiple Tool Dock for Tool Pouch) (Inventor: Mathew Hassler) Assigned to Rooster Products	29/494,189 06/18/2014	D744,233 12/01/2015
<i>Tool Pouch Accessory Pad</i> (Removable Magnet Patch for Tool Pouch) (Inventor: Daniel F. Cabana) Assigned to Rooster Products	29/494,267 06/18/2014	D718,930 12/09/2014
<i>Removable Handle For A Tool Pouch</i> (Inventors: Mathew Hassler; David Arredondo) Assigned to Rooster Products	29/494,393 06/19/2014	D743,172 11/17/2015
<i>Collapsible Toolbag for Use With Hand Truck</i> (Inventor: Mathew Hassler, David Arredondo, Terrence Kennedy, Daniel F. Cabrera) Assigned to Rooster Products	14/307,722 06/18/2014	
<i>Toolbag With Selectively-Removable Tray and Cushion</i> (Inventor: Mathew Hassler) Assigned to Rooster Products	14/308,637 06/18/2014	9,283,669 03/15/2016
<i>Apex Handle</i> (Inventor: Mathew Hassler) Assigned to Rooster Products	29/494,262 06/18/2014	
<i>Electrician's Pouch With A Covered Pocket</i> (Inventor: Mathew Hassler) Assigned to Rooster Products	29/494,265 06/18/2014	D/723,797 03/10/2015
<i>Contoured Kneepads</i> (Inventor: Mathew Hassler) Assigned to Rooster Products	29/494,255 06/18/2014	D/733,365 06/30/2015

Title	Application Serial No./ Filing Date	Patent No./ Issue Date
<i>Folding Phone Organizer</i> (Inventor: Mathew Hassler, David Arredondo) Assigned to Rooster Products	29/494,396 06/19/2014	D/740,548 10/13/2015

Patents owned by BTPS, LLC:

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