

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3893135

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARCLIN SURFACES LLC	05/27/2016
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	IL1-1145/54/63, P.O. BOX 6026	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60680-6026	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	5955203
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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>		
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Correspondent Name:	ZEYNEP GIESEKE	
Address Line 1:	330 N. WABASH AVENUE, SUITE 2800	
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ATTORNEY DOCKET NUMBER:	049067-0143	
NAME OF SUBMITTER:	ZEYNEP GIESEKE	
SIGNATURE:	/zg/	
DATE SIGNED:	05/27/2016	
Total Attachments: 6		
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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 27, 2016, by and from ARCLIN SURFACES LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, New Arclin U.S. Holding Corp. (the "Borrower"), the Lenders and the Grantee have entered into that certain Credit Agreement, dated as of May 27, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Subsidiary Guaranty (as defined in the Credit Agreement).

WHEREAS, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into that certain Pledge and Security Agreement, dated as of May 27, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Patents (as defined below), which Patents are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Patents shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) any and all patents and patent applications, including the foregoing listed on Exhibit A; (2) all inventions and improvements described and claimed therein; (3) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (4) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (5) all

rights to sue for past, present, and future infringements thereof; and (6) all rights corresponding to any of the foregoing throughout the world (the "Patents").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) COUNTERPARTS. THIS CONFIRMATORY GRANT MAY BE EXECUTED IN COUNTERPARTS (AND BY DIFFERENT PARTIES HERETO IN 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 CONFIRMATORY GRANT BY TELECOPY, E-MAILED .PDF OR ANY OTHER ELECTRONIC MEANS THAT REPRODUCES AN IMAGE OF THE ACTUAL EXECUTED SIGNATURE PAGE SHALL BE EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS CONFIRMATORY GRANT.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

ARCLIN SURFACES LLC,
as Grantor

By: 

Name: D. Scott Maynard

Title: Secretary, Treasurer and Chief Financial Officer

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

By: Tod Ferguson
Name: Tod Ferguson
Title: Authorized Signer

Signature Page to
Supplemental Confirmatory Grant of Security Interest in United States Patents

PATENT
REEL: 038736 FRAME: 0519

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A

Patents and Patent Applications

(1) United States Patents

(A) Registrations

Owner	Registration Number	Description
Arclin Surfaces LLC	5955203	Resin-coated overlays for solid substrates

(B) Applications

None.

(C) Licenses

- i. Joint Development Agreement, dated April 26, 2006, between Dynea Overlays, Inc. (n/k/a Arclin Surfaces LLC), Kesem Technology, Inc. and Broadview Technologies, Inc.
- ii. License Agreement, dated September 1, 2002, between Dynea Overlays, Inc. (n/k/a Arclin Surfaces LLC) and Weyerhaeuser Company.
- iii. Intellectual Property License Agreement, dated June 3, 2005, between Dynea Overlays, Inc. (n/k/a Arclin Surfaces LLC) and Shaw Industries Group, Inc.

(2) Other Patents

(A) Registrations

Owner	Application Number	Country	Description
N/A	N/A	N/A	N/A

(B) Applications

Owner	Application Number	Country	Description
N/A	N/A	N/A	N/A

(C) Licenses

None.