

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4077553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
TOWNSLEY INDUSTRIES, INC. D/B/A MCD INNOVATIONS			09/30/2016
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	299 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	9243447		
Application Number:	14097109		
Application Number:	14097147		
CORRESPONDENCE DATA			
Fax Number:			
<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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ATTORNEY DOCKET NUMBER:	23743.009015		
NAME OF SUBMITTER:	MARK RUSSELL		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	09/30/2016		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 30, 2016, is made by Townsley Industries, Inc., d/b/a MCD Innovations, a Texas corporation (the "Grantor"), in favor of Antares Capital LP (as successor agent by assignment from General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 18, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, including by that First Amendment to Credit Agreement, dated as of August 29, 2016, the "Credit Agreement"), by and among Borrower, the Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP (as assignee of General Electric Capital Corporation), as Agent for the Lenders, L/C Issuers and itself as a Lender, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, pursuant to a Joinder Agreement dated as of even date herewith, has entered into that certain Guaranty and Security Agreement, dated as of November 18, 2014 (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") and as a Grantor thereunder, agrees to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with 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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 of the Grantor (the "Patent Collateral");

(a) all of its Patents and all IP 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;

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

(b) 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 Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of 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 IP Licenses subject to a security interest hereunder.

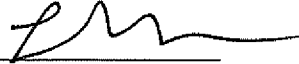
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

TOWNSLEY INDUSTRIES, INC.,
D/B/A MCD INNOVATIONS
as Grantor


By: 
Name: Tony W. Lee
Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 039909 FRAME: 0072

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 
Name: Jeff Bottcher
Title: Duly Authorized Signatory

Schedule 1

Atty. Dkt. No.	U.S. Patent No.	U.S. Appl. No.	Title	Next Action	Status
8407.002	9,243,447	14/045,695	Roller Shade Assembly Adjustment Mechanism	June 2019 – maintenance fee	Issued
8407.003		14/097,109	Laterally Repositionable Roller Shade	Awaiting Office Action; awaiting telephone call from Examiner regarding status.	Pending
8407.004		14/097,147	Laterally Repositionable Roller Shade	New Office Action issued August 8, 2016 in which a Claim 16 was allowed. The Company will be filing a reply to accept the allowed claim.	Pending/Claim 16 Allowed