

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4080094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
SENCO BRANDS, INC.			12/26/2013
RECEIVING PARTY DATA			
Name:	LBC CREDIT PARTNERS III, L.P., AS AGENT		
Street Address:	CIRA CENTRE, 2929 ARCH ST., STE 1550		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	15082584		
PCT Number:	US2016024510		
Application Number:	15196553		
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:	312-863-7267		
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:	6030.064		
NAME OF SUBMITTER:	JACLYN DI GRANDE		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	10/03/2016		
Total Attachments: 12			
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Security Agreement**") made as of this 26th day of December, 2013, by SENCO BRANDS, INC., a Delaware corporation ("**Borrower**"), in favor of LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership with an office at Cira Centre, 2929 Arch Street, Philadelphia, Pennsylvania 19104, as agent for the Lenders (as defined in the Loan Agreement described below) ("**Agent**").

W I T N E S S E T H

WHEREAS, Borrower, Agent and certain entities are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and the other Loan Documents (as defined in the Loan Agreement), which Loan Documents provide (i) for Agent and Lenders to extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement) of a security interest in certain of Borrower's assets, including, without limitation, its patents and patent applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, throughout the world, including, without limitation, the inventions and improvements described and claimed therein, all inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and any reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, the right to sue for past, present and future infringements of any of the foregoing and all products and proceeds of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"). Notwithstanding anything contained in this Security Agreement to the contrary, Borrower has not granted any security interest in, and the Patents shall not include or be deemed to include, any Excluded Assets until such time, if any, as such applicable items shall cease to be Excluded Assets.

3. Warranties and Representations. Borrower warrants and represents to Agent that, as of the Closing Date:

(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been surrendered or expired, in whole or in part, and each such Patent is presently subsisting; and

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, covenants by Borrower not to sue third persons.

4. New Patents. Borrower represents and warrants that the Patents listed on Schedule A and the other schedules previously delivered to Agent constitute all of the federally registered Patents and Patent applications owned by Borrower as of the date hereof. If, before the Obligations shall have been satisfied in full (other than contingent indemnification Obligations for which no claims shall have been asserted) or before the Loan Documents have been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower has not previously informed Agent, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the above provisions of this Security Agreement shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Patents.

5. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and the termination of the Loan Documents. Borrower agrees that upon the occurrence of an Event of Default and during the continuance thereof, the use by Agent, including through sublicense, of each and all Patents shall be without any liability for royalties or other related charges from Agent to Borrower.

6. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and termination of the Loan Documents, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable invoiced out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrower and until paid shall constitute Obligations.

8. Duties of Borrower. As Borrower deems reasonably appropriate in the normal conduct of its business and consistent with past practices (and provided that Borrower shall not have any duty or obligation with respect to any Intellectual Property to the extent that the same is deemed to be immaterial to Borrower's business as determined by Borrower in its reasonable judgment), it shall: (i) file and prosecute diligently any patent applications pending as of the date hereof or hereafter until the Obligations (other than contingent indemnification Obligations for

which no claims shall have been asserted) shall have been paid in full and the Loan Documents have been terminated, (ii) make application on unpatented but patentable inventions, (iii) preserve and maintain all rights in the Patents and (iv) ensure that the Patents are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 8 shall be borne by Borrower.

9. Agent's Right to Sue. After an Event of Default and during the continuance thereof, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts, including joining as a party to such suit, and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable invoiced out-of-pocket costs and expenses incurred by Agent in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's rights and remedies with respect to the Patents, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents or (ii) take any other actions with respect to the Patents as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC.

14. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, for the benefit of the Secured Parties, its successors, nominees and permitted assigns.

15. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

16. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

17. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

18. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

19. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed signature page of this Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement
as of the date first written above.

SENCO BRANDS, INC.

By: Robert Dwyer
Name: Robert Dwyer
Title: Vice President, Chief Financial Officer and Treasurer

Agreed and accepted
as of the date first written above:

**LBC CREDIT PARTNERS III,
L.P., as Agent**

By: 
Name: David E. Fraimow
Title: Vice President

SCHEDULE A**PATENTS**

	Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
1.	Senco Brands, Inc.	Electromechanical fastener driving tool	Registered	6/14/1994		5320270
2.	Senco Brands, Inc.	Speed control for a universal AC/DC motor	Registered	2/27/1996		5495161
3.	Senco Brands, Inc.	Pneumatic coil nailer	Registered	6/17/1997		D0379912
4.	Senco Brands, Inc.	Pneumatic coil nailer	Registered	12/9/1997		D0387259
5.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	12/15/1998		D0402519
6.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	12/15/1998		D0402520
7.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	12/22/1998		D0402873
8.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	12/29/1998		D0403221
9.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	10/12/1999		D0415002
10.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	10/19/1999		D0415399
11.	Senco Brands, Inc.	Pneumatic fastener driving tool	Registered	11/23/1999		D0416775
12.	Senco Brands, Inc.	Nail	Registered	1/4/2000		D0418400
13.	Senco Brands, Inc.	Body for hand held machine tool	Registered	3/18/2003		D0471784
14.	Senco Brands, Inc.	Removable battery terminal connector	Registered	3/18/2003		D0471865
15.	Senco Brands, Inc.	Battery charger	Registered	4/8/2003		D0472875
16.	Senco Brands, Inc.	Nailing machine	Registered	5/6/2003		D0474090
17.	Senco Brands, Inc.	Hand held nailer	Registered	12/9/2003		D0483240
18.	Senco Brands, Inc.	Removable battery pack	Registered	12/30/2003		D0484458
19.	Senco Brands, Inc.	Adjustable depth control for use with a fastener driving tool	Registered	1/31/1995		5385286

	Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
20.	Senco Brands, Inc.	Pneumatic fastener driving tool and an electronic control system therefor	Registered	3/31/1998		5732870
21.	Senco Brands, Inc.	Cleated nail having enlarged diameter shank portion	Registered	9/22/1998		5810534
22.	Senco Brands, Inc. ¹	Self-contained integrated welder/generator and compressor	Registered	4/18/2000		6051809
23.	Senco Brands, Inc.	Pneumatic fastener driving tool and an electric control system therefore	Registered	5/7/2002		6382492
24.	Senco Brands, Inc.	Pneumatic fastener driving tool and an electronic control system therefore	Registered	8/13/2002		6431425
25.	Senco Brands, Inc. ¹	Power box	Registered	12/9/2003		6660967
26.	Senco Brands, Inc. ¹	Power box	Registered	12/30/2003		6670580
27.	Senco Brands, Inc.	Return mechanism for a cyclic tool	Registered	6/29/2004		6755336
28.	Senco Brands, Inc.	Speed controller for flywheel operated hand tool	Registered	9/28/2004		6796475
29.	Senco Brands, Inc.	Control module for flywheel operated hand tool	Registered	12/13/2005		6974061
30.	Senco Brands, Inc.	Apparatus for controlling a fastener driving tool, with user-adjustable torque limiting control	Registered	2/19/2008		7331406
31.	Senco Brands, Inc.	Control module for flywheel operated hand tool	Pending	9/4/2007	90/008833	
32.	Senco Brands, Inc.	A Portable Gas-spring Fastener-driving Tool	Pending	10/1/2008	Taiwan Serial No. 97137680	
33.	Senco Brands, Inc.	Pneumatic Fastener Driving Tool	Registered	2/12/1999		FR 543966
34.	Senco Brands, Inc.	Speed Controller for Flywheel Operated Hand Tool	Registered	2/18/2009		EP 1349711
35.	Senco Brands, Inc.	Return Mechanism for a Cyclic Tool	Registered	9/6/2006		FI 1349708

¹ Co-owned with Joseph L. Colella

	Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
36.	Senco Brands, Inc.	Return Mechanism for a Cyclic Tool	Registered	9/6/2006		FR 1349708
37.	Senco Brands, Inc.	Return Mechanism for a Cyclic Tool	Registered	9/6/2006		GB 1349708
38.	Senco Brands, Inc.	Photoacoustic breast scanner	Registered	2/3/1998		5713356
39.	Senco Brands, Inc.	Photoacoustic breast scanner	Registered	8/15/2000		6102857
40.	Senco Brands, Inc.	Thermoacoustic tissue scanner	Registered	12/3/2002		6490470
41.	Senco Brands, Inc.	Thermoacoustic tissue scanner	Registered	10/14/2003		6633774
42.	Senco Brands, Inc.	Screw driving tool	Registered	8/27/2002		D462001
43.	Senco Brands, Inc.	A screw feed and driver for a screw driving tool	Registered	11/23/1999		5988026
44.	Senco Brands, Inc.	Tensioning device apparatus for a bottom feed screw driving tool for use with collated screws	Registered	4/25/2006		7032482
45.	Senco Brands, Inc.	Sliding rail containment device for flexible collated screws used with a top feed screw driving tool	Registered	8/1/2006		7082857
46.	Senco Brands, Inc.	Portable screw driving tool with collapsible front end	Registered	2/24/2009		7493839
47.	Senco Brands, Inc.	Apparatus for attaching ribs on cargo trailers	Registered	2/9/2010		7658310
48.	Senco Brands, Inc.	Attachment with collapsible front end for portable screw driving tool	Registered	8/16/2011		7997171
49.	Senco Brands, Inc.	Fastening driving tool using a gas spring	Registered	9/6/2011		8011547
50.	Senco Brands, Inc.	Fastening driving tool using a gas spring	Registered	9/18/2012		8267296
51.	Senco Brands, Inc.	Fastening driving tool using a gas spring	Registered	9/18/2012		8267297
52.	Senco Brands, Inc.	Method for controlling a fastening driving tool using a gas spring	Registered	03/05/2013	12/913049	8387718
53.	Senco Brands, Inc.	Method for controlling a fastening driving tool using a gas spring	Registered	10/16/2012		8286722
54.	Senco Brands, Inc.	Method for controlling a fastening driving tool using a gas spring	Registered	7/31/2012		8230941

	Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
55.	Senco Brands, Inc.	Impact device	Registered	12/14/2004		6830173
56.	Senco Brands, Inc.	Detented adapter interface for screwdriver tool attachment	Pending	10/5/2010	12/898243	
57.	Senco Brands, Inc.	Screwdriver tool with improved corner fit function	Pending	11/4/2011	13/288982	
58.	Senco Brands, Inc.	Screwdriver tool with improved corner fit function	Pending	11/26/2013	13/629585	
59.	Senco Brands, Inc.	Screwdriver tool with improved linear tracking	Pending	11/4/2011	13/288985	
60.	Senco Brands, Inc.	Skewed fastener track for improved alignment and fastener drivability	Pending	2/21/2012	61/601487	
61.	Senco Brands, Inc.	Portable screw driving too with collapsible front end	Registered	6/21/2009	Taiwan I311094	
62.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	5/4/2010	EPO 088348727	
63.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	7/22/2010	EPO 10075317.7	
64.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Registered	10/5/2012	Australia 2008308801	
65.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	2/17/2012	Australia 2012200927	
66.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	3/29/2010	NZ 584294	
67.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	7/27/2012	NZ 601490	
68.	Senco Brands, Inc.	Screwdriver tool with improved corner fit function	Pending	10/31/2012	PCT 062650	
69.	Senco Brands, Inc.	Control Module for flywheel operated hand tool	Registered	7/28/2010		FR 1349710
70.	Senco Brands, Inc.	Control Module for flywheel operated hand tool	Registered	7/28/2010		GR 1349710
71.	Senco Brands, Inc.	Control Module for flywheel operated hand tool	Registered	7/28/2010		UK 1349710
72.	Senco Brands, Inc.	Control Module for flywheel operated hand tool	Registered	12/27/2011		RE43041
73.	Senco Brands, Inc. ¹	Methimazole derivatives and tautomeric cyclic thiones to treat	Registered	4/2/2002		6365616

	Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
		autoimmune diseases				
74.	Senco Brands, Inc.	Tissue scanner	Registered	8/10/2010		7774042
75.	Senco Brands, Inc.	Method for controlling a fastener driving tool using a gas spring	Registered	9/6/2011		8011441
76.	Senco Brands, Inc.	Gas spring fastener driving tool with improved lifter and latch mechanisms	Pending	04/28/2011	13096441	
77.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Issued	12/10/2013	13/770,481	8602282
78.	Senco Brands, Inc.	Fastener driving tool using a gas spring	Pending	11/12/2013	14/077,313	
79.	Senco Brands, Inc.	Skewed fastener track for improved alignment and fastener drivability	Pending	01/21/2013	13/745,933	
80.	Senco Brands, Inc.	Clenching adapter for automatic nailers	Pending	06/04/2013	61/830,766	
81.	Senco Brands, Inc.	Clenching adapter for automatic nailers	Pending	10/14/2013	61/890,397	
82.	Senco Brands, Inc.	FASTENER LENGTH ADJUSTABLE CANISTER-TYPE MAGAZINE FOR A FASTENER DRIVING TOOL	Registered	06/03/1997	08461139	5634582
83.	Senco Brands, Inc.	FEED ASSEMBLY FOR A FASTENER DRIVING TOOL	Registered	06/30/1998	08623750	5772098
84.	Senco Brands, Inc.	STAPLER AND METHOD FOR THE ATTACHMENT OF STEEL FRAMING	Registered	05/29/2001	09190513	6237827
85.	Senco Brands, Inc.	AUTOMATIC CHUCK LOADABLE STUD WELDING TOOL AND MAGAZINE THEREFOR	Registered	05/29/2001	09300920	6239401
86.	Senco Brands, Inc.	CORDLESS FASTENER DRIVING TOOL	Registered	04/10/2007	11117235	7201303

*Does not include foreign holder

¹ Co-owned with Department of Health and Human Services, Government of the United States.

**Schedule A
(continued)**

Holder	Title	Status	Issue Date / Filing Date	Application No.	Patent No.
Senco Brands, Inc.	Lift Mechanism for Framing Nailer	Pending	3/28/16	15/082,584	
Senco Brands, Inc.	Lift Mechanism for Framing Nailer	Pending	3/28/16	PCT/US2016/024510	
Senco Brands, Inc.	Refill Valve for Gas- Spring Nailer Tool	Pending	6/29/16	15/196,553	