

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4182160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEELITE DISTRIBUTION LLC	12/12/2016
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A., AS AGENT
Street Address:	111 WEST MONROE STREET,
Internal Address:	CHAPMAN AND CUTLER LLP
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D481261
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>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	NANCY A. ZARAZUA
Address Line 1:	111 WEST MONROE STREET
Address Line 2:	CHAPMAN AND CUTLER LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	NANCY A. ZARAZUA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	12/13/2016
Total Attachments: 5	
source=4111745.01.00#page1.tif	
source=4111745.01.00#page2.tif	
source=4111745.01.00#page3.tif	
source=4111745.01.00#page4.tif	
source=4111745.01.00#page5.tif	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Steelite Distribution LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 12, 2016

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: BMO Harris Bank, as Agent

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60603

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule 1

See Schedule 1

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua Signature

December 13, 2016 Date

Nancy A. Zarazua, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the “*Agreement*”) made as of this 12th day of December, 2016, by Steelite Distribution LLC., a Delaware limited liability company (“*Grantor*”), in favor of BMO Harris Bank N.A., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “*Grantee*”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Lenders identified therein are parties to that certain Credit Agreement dated as of June 14, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain US Guarantee and Collateral Agreement dated as of June 14, 2016, by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Patent Collateral*”), whether now owned or existing and hereafter created, acquired or arising:

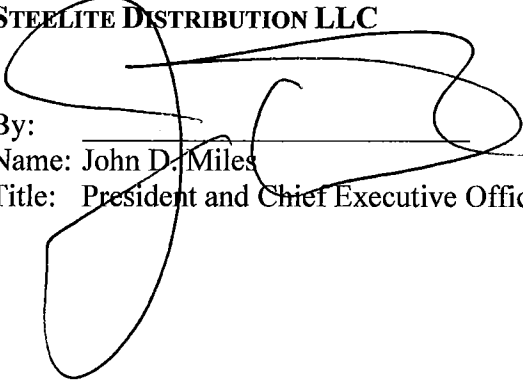
(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

[SIGNATURE PAGE FOLLOWS]

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

STEELITE DISTRIBUTION LLC

By: 
Name: John D. Miles
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

BMO HARRIS BANK N.A.,
as Agent

By: _____
Name: _____
Title: _____

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

STEELITE DISTRIBUTION LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

BMO HARRIS BANK N.A.,
as Agent

By: *Brian Boczkowski*
Name: Brian Boczkowski
Title: Managing Director

[Signature page to Patent Security Agreement]

SCHEDULE 1

Patents

Country	Status	Patent No.	Issue Date	Present Owner
USA	Issued	US D481,261 S	October 28, 2003	Steelite Distribution LLC