

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4253990

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
APT ADVANCED POLYMER TECHNOLOGY CORP.		01/31/2017
RECEIVING PARTY DATA		
Name:	UNICREDIT BANK AG, LONDON BRANCH, AS SECURITY AGENT	
Street Address:	120 LONDON WALL	
City:	LONDON	
State/Country:	GREAT BRITAIN	
Postal Code:	EC2Y 5ET	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	8152088	
Patent Number:	8403249	
Patent Number:	8215577	
Patent Number:	8403248	
Patent Number:	6491991	
Patent Number:	6299959	
Patent Number:	7955194	
Patent Number:	6858272	
Patent Number:	6070824	
Patent Number:	8123880	
Patent Number:	8404068	
Patent Number:	9028637	
Patent Number:	9011740	
Patent Number:	9259861	
Application Number:	14680142	
Application Number:	14664102	
Application Number:	14250209	
Application Number:	14751242	
Application Number:	13749565	
Patent Number:	6805936	

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Property Type	Number
Patent Number:	6372310
Patent Number:	6242062
Patent Number:	6432505
Patent Number:	7758749
Patent Number:	7155796
Patent Number:	8329265
PCT Number:	US2014033679

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: ZEYNEP GIESEKE

Address Line 1: 330 N. WABASH AVENUE, SUITE 2800

Address Line 2: C/O LATHAM & WATKINS LLP

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	044144-0052
NAME OF SUBMITTER:	ZEYNEP GIESEKE
SIGNATURE:	/zg/
DATE SIGNED:	02/01/2017

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 31, 2017, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of UniCredit Bank AG, London Branch, as security agent (in such capacity, together with its successors and permitted assigns, the "Security Agent") for the Secured Parties (as defined in the Facilities Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Senior Facilities Agreement, dated April 23, 2015 (as amended by that certain Amendment Agreement Relating to Senior Facilities Agreement dated June 5, 2015 and that certain Second Amendment Agreement Relating to Senior Facilities Agreement dated August 17, 2016, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), by and among Sport Group TopCo GmbH (formerly Blitz 15-67 GmbH), as Parent and Original Guarantor, Sport Group Holding GmbH (formerly Blitz 15-68 GmbH), as Company, Original Borrower and Original Guarantor, the Grantor, the other Borrowers and Guarantors party thereto, the lenders party thereto from time to time (the "Lenders"), UniCredit Bank AG, London Branch as Agent and Security Agent, and the other agents and arrangers party thereto;

WHEREAS, the Grantor is party to that certain Amended and Restated U.S. Pledge and Security Agreement dated as of January 31, 2017 in favor of the Security Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, in the Facilities Agreement and in the Security Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 the Security Agent for the benefit of the Secured Parties, and grants to the Security 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 patent applications, including, without limitation, those referred to on Schedule 1 hereto (the “Patents”);

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

(c) 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 the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

APT ADVANCED POLYMER TECHNOLOGY
CORP. (as successor to APT Acquisition Corp.),
as Grantor

By: 

Name: Andreas Schulze Ising

Title: President + CEO

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Owner	Status	Title	Jurisdiction	Patent Number (Application)	Registration Date
APT Advanced Polymer Technology Corp.	Registered	ARTIFICIAL TURF SYSTEM	Australia	2001,238,195	
APT Advanced Polymer Technology Corp.	Unknown	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	Brazil	PI0918761	09/18/2009
APT Advanced Polymer Technology Corp.	Registered	ARTIFICIAL TURF SYSTEM	Canada	2,400,009	
APT Advanced Polymer Technology Corp.	Registered	HORIZONTALY DRAINING, PRE-ENGINEERED SYNTHETIC TURF FIELD	Canada	2,440,483	
APT Advanced Polymer Technology Corp.	Registered	METHOD OF RECYCLING SYNTHETIC TURF AND INFILL PRODUCT	Canada	2,747,152	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	Canada	2,737,611	
APT Advanced Polymer Technology Corp.	Application Pending	TURF TESTING APPARATUS AND METHODS	Canada	2,837,337	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	Canada	2,751,437	02/05/2010
APT Advanced Polymer Technology Corp.	Registered	COMBINED TURF	Canada	2,285,639	12/01/1997
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	European Union	EP2337898	
APT Advanced Polymer Technology Corp.	Unknown	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	Hong Kong	1,162,624	
APT Advanced Polymer Technology Corp.	Registered	ARTIFICIAL TURF SYSTEM	Hong Kong		
APT Advanced Polymer Technology Corp.	Registered	ARTIFICIAL TURF SYSTEM	Mexico	246,123	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	United States	8,152,088	

Owner	Status	Title	Jurisdiction	Patent Number (Application)	Registration Date
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	United States	8,403,249	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	United States	8,215,577	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	United States	8,403,248	
APT Advanced Polymer Technology Corp.	Registered	SYSTEM AND METHOD FOR STORAGE AND TEMPORARY INSTALLATION OF SECONDARY FLOORING SURFACE	United States	6,491,991	
APT Advanced Polymer Technology Corp.	Registered	FILLED SYNTHETIC GRASS	United States	6,299,959	
APT Advanced Polymer Technology Corp.	Registered	GOLF MAT	United States	7,955,194	
APT Advanced Polymer Technology Corp.	Registered	HORIZONTALLY DRAINING, PRE-ENGINEERED SYNTHETIC TURF FIELD	United States	6,858,272	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR MANIPULATING LARGE SECTION OF ARTIFICIAL TURF	United States	6,070,824	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PRE-FABRICATING A SYNTHETIC SPORTS FIELD	United States	8,123,880	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PRE-FABRICATING A SYNTHETIC SPORTS FIELD	United States	8,404,068	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PRE-FABRICATING A SYNTHETIC SPORTS FIELD	United States	9,028,637	
APT Advanced Polymer Technology Corp.	Registered	METHOD OF RECYCLING SYNTHETIC TURF AND INFILL PRODUCT	United States	9,011,740	
APT Advanced Polymer Technology Corp.	Registered	METHOD OF RECYCLING SYNTHETIC TURF	United States	9,259,861	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PRE-FABRICATING A SYNTHETIC SPORTS FIELD	United States	14/680,142	
APT Advanced Polymer Technology Corp.	Registered	METHOD OF RECYCLING SYNTHETIC TURF AND INFILL PRODUCT	United States	14/664,102	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PURIFYING AND RECYCLING SYNTHETIC TURF	United States	14/250,209	
APT Advanced Polymer Technology Corp.	Registered	RECYCLED SYNTHETIC TURF AND INFILL PRODUCT	United States	14/751,242	

Owner	Status	Title	Jurisdiction	Patent Number (Application)	Registration Date
APT Advanced Polymer Technology Corp.	Registered	TURF TESTING APPARATUS AND METHODS	United States	13/479,565	
APT Advanced Polymer Technology Corp.	Registered	SPORTS PLAYING SURFACES FOR REALISTIC GAME PLAY	United States	6,805,936	
APT Advanced Polymer Technology Corp.	Registered	COMBINED AND STABILIZED TURF FOR AN ATHLETIC FIELD	United States	6,372,310	
APT Advanced Polymer Technology Corp.	Registered	COMBINED TURF	United States	6,242,062	
APT Advanced Polymer Technology Corp.	Registered	DIAMOND CROSS SECTION SYNTHETIC TURF FILAMENT	United States	6,432,505	
APT Advanced Polymer Technology Corp.	Registered	DRAINAGE FILTRATION SYSTEM FOR SYNTHETIC TURF FIELD	United States	7,758,749	
APT Advanced Polymer Technology Corp.	Registered	METHOD FOR ASSEMBLING A MODULAR SPORTS FIELD	United States	7,155,796	
APT Advanced Polymer Technology Corp.	Registered	TRANSITION SYNTHETIC SPORTS TURF	United States	8,329,265	
APT Advanced Polymer Technology Corp.	Registered	METHOD AND APPARATUS FOR PURIFYING AND RECYCLING SYNTHETIC TURF	Wo	PCT/US14/336 79	04/10/2014

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