

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4265253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AXIA ACQUISITION CORPORATION	02/02/2017
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	171 17TH STREET, 5TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30363
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7314074
Patent Number:	7721377
Patent Number:	8826961
Patent Number:	9464447
Patent Number:	D766057
Application Number:	29555882
Application Number:	15259755
Patent Number:	8863807
Patent Number:	9133631
Patent Number:	8783322
Patent Number:	9359777
Application Number:	15174734
Patent Number:	D768447
Application Number:	14956730
Application Number:	62321972
CORRESPONDENCE DATA	
Fax Number:	(404)322-6050
<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:	allison.lynch@nelsonmullins.com

Correspondent Name: BRADLEY E. WAHL
Address Line 1: 201 17TH ST NW SUITE 1700
Address Line 4: ATLANTA, GEORGIA 30363

NAME OF SUBMITTER: BRADLEY E. WAHL

SIGNATURE: /Bradley E. Wahl/

DATE SIGNED: 02/08/2017

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 2, 2017, is made by AXIA ACQUISITION HOLDING CORPORATION, a Delaware corporation ("AAHC") and AXIA ACQUISITION CORPORATION, a Delaware corporation ("AAC") (AAHA and ACC are referred to individually and collectively as "Debtor"), in favor of and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

WITNESSETH:

WHEREAS, Debtor and Bank have entered into a First Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, to secure its obligations to Bank, each Debtor has entered into a separate security agreement with Bank, each dated as of even date herewith (each, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, a "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, the Debtor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Credit Agreement and to induce Bank to make its extensions of credit to Debtor thereunder, Debtor hereby agrees with Bank as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Credit Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"*Patents*" shall mean (a) all letters patent of the United States, any other country or any political subdivision thereof and all reissues and extensions thereof, including any of the foregoing referred to in Schedule 1 (if any), (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1 (if any), (c) all rights to obtain any reissues or extensions of the foregoing and (d) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Patent License*" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use, sell, offer for sale or import any

invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Patent Collateral. Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the "Indebtedness" of Debtor (as "Indebtedness" is defined in its Security Agreement), hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Patent Collateral*"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Patent application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Credit Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Credit Agreement and the Security Agreements, and Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Credit Agreement or the Security Agreements, the Credit Agreement and Security Agreement, as applicable, shall govern.

Section 4. Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor 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.

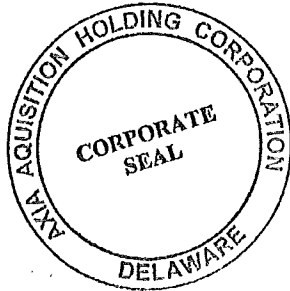
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute

one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

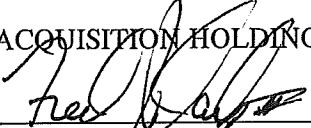
Section 6. Joint and Several Liability. The obligations, duties, indebtedness, representations and warranties of each Debtor hereunder shall be joint and several.

Section 7. 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 GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

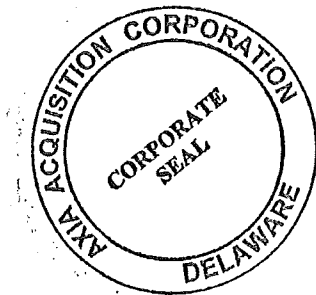


AXIA ACQUISITION HOLDING CORPORATION

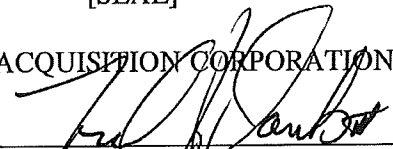
By:  CEO
Fred J. Daniels, III, Chief Executive Officer

By: 
Thomas J. Dooley, Jr., Chief Financial Officer

[SEAL]



AXIA ACQUISITION CORPORATION

By:  CEO
Fred J. Daniels, III, Chief Executive Officer

By: 
Thomas J. Dooley, Jr., Chief Financial Officer

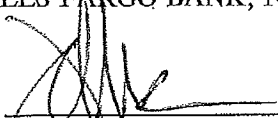
[SEAL]

ACCEPTED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

ACCEPTED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: JAMES WILSON
Title: SVP

Patent Security Agreement

Schedule 1

**AXIA ACQUISITION CORPORATION
Active Patent and Application Report**

MBF File No.	Title	Country	Status	App No.	Filed Date	Patent No.	Grant Date	Expiry Date
200225-9005US01	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	US	Granted	10/991065	11/17/2004	7314074	1/1/2008	5/15/2023
200225-9018US	EXTENDABLE HANDLE FOR DRYWALL TOOLS	US	Granted	11/110107	4/19/2005	7721377	5/25/2010	2/23/2029
200225-9097CA	FINISHER SYSTEM	Canada	Granted	2801456	6/1/2011	2,801,456	1/10/2017	6/1/2031
200225-9097US	FINISHER SYSTEM	US	Granted	13/151167	6/1/2011	8826961	9/9/2014	10/31/2031
200225-9098AU	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	Australia	Pending	2015217476	7/26/2016			
200225-9098CA	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	Canada	Pending	2943061	9/16/2016			
200225-9098EP	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	European Patent	Published	15749225.7	2/4/2015			
200225-9098US01	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Granted	14/614153	2/4/2015	9464447	10/11/2016	2/4/2035
200225-9098US02	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Granted	29/516651	2/4/2015	D766057	9/13/2016	9/13/2030
200225-9098US03	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Allowed	29/555882	2/25/2016			
200225-9098US04	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Published	15/259755	2016-09-08			
200225-9098WO	HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	PCT	Published	PCT/US2015/014474	2/4/2015			

MBF File No.	Title	Country	Status	App No.	Filed Date	Patent No.	Grant Date	Expiry Date
200225-9099CA	TAPING TOOL HAVING IMPROVED CREASER WHEEL OPERATION	Canada	Granted	2801460	6/1/2011	2,801,460	1/10/2017	6/1/2031
200225-9099US01	TAPING TOOL HAVING IMPROVED CREASER WHEEL OPERATION	US	Granted	13/151239	6/1/2011	8863807	10/21/2014	1/29/2032
200225-9100CA	HANDLE SYSTEM FOR FINISHING TOOLS	Canada	Pending	2801453	11/30/2012			
200225-9100US	HANDLE SYSTEM FOR FINISHING TOOL	US	Granted	13/151180	6/1/2011	9133631	9/15/2015	10/16/2032
200225-9101US	TAPING TOOL HAVING SWIVEL JOINT	US	Granted	13/151271	6/1/2011	8783322	7/22/2014	11/25/2031
200225-9102CA	TAPING TOOL HAVING IMPROVED TAPE ADVANCE	Canada	Granted	2801461	2011-06-01	2,801,461	1/10/2017	6/1/2031
200225-9102US01	TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Granted	14/219806	2014-03-19	9359777	6/7/2016	2/24/2032
200225-9102US02	TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Published	15/174734	6/6/2016			
200225-9107US	CONTROL TUBE FOR A TAPING TOOL	US	Granted	29/506880	10/21/2014	D768447	10/11/2016	10/11/2030
200225-9110US01	FINISHER BOX WITH BLADE ASSEMBLY	US	Published	14/956730	12/2/2015			
200225-9110WO	FINISHER BOX WITH BLADE ASSEMBLY	PCT	Published	PCT/US2016/014705	1/25/2016			
200225-9117US	COMPOUND TUBE WITH A FINISHING HEAD	US	Pending	62/321972	4/13/2016			4/13/2017