

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4270894

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|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WOOD-MODE, INCORPORATED | 02/13/2017 |
| RECEIVING PARTY DATA | |
| Name: | MIDCAP FINANCIAL TRUST, AS AGENT |
| Street Address: | 7255 WOODMONT AVENUE |
| Internal Address: | SUITE 200 |
| City: | BETHESDA |
| State/Country: | MARYLAND |
| Postal Code: | 20814 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6913156 |
| CORRESPONDENCE DATA | |
| Fax Number: | (215)564-8120 |
| <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: | 215.564.8703 |
| Email: | kgibson@stradley.com |
| Correspondent Name: | KYLE D. GIBSON |
| Address Line 1: | 2600 ONE COMMERCE SQUARE |
| Address Line 2: | STRADLEY RONON STEVENS & YOUNG, LLP |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 |
| ATTORNEY DOCKET NUMBER: | 186687-0083 |
| NAME OF SUBMITTER: | KYLE D. GIBSON |
| SIGNATURE: | /s/KDG |
| DATE SIGNED: | 02/13/2017 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 7 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 13th day of February, 2017 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust ("**Agent**") and **WOOD-MODE, INCORPORATED**, a Pennsylvania corporation ("**Grantor**").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) [Reserved];

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-

in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”); provided that such grant shall not include United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WOOD-MODE, INCORPORATED


By:  (SEAL)
Name: R. Brooks Grobman
Title: President + COO

EXHIBIT A

Copyrights

| Description/Title | Registration No. | Registration Date |
|--|-------------------------|--------------------------|
| Wood-Mode, Incorporated computerized dealer profile user's guide | TX0003485169 | 1993-02-26 |
| A half century of fine cabinetmaking | TX0003510582 | 1993-01-28 |
| A taste of Wood-Mode: a collection of recipes from the Wood-Mode family | TX0003501001 | 1993-01-26 |
| Wood-Mode – a taste of Wood- Mode, recipe for design | VA0000507223 | 1992-02-07 |
| Wood-Mode fine custom cabinetry: [no.] L107-0291 | VA0000462674 | 1991-03-15 |
| Wood-Mode – a taste of Wood- Mode | VA0000435166 | 1990-11-05 |
| Wood-Mode style & theme guide; Period styling | VA0000406149 | 1990-02-12 |
| Wood-Mode fine custom cabinetry | VA0000360900 | 1989-07-10 |
| Wood-Mode fine custom cabinetry: [no.] L107-0689 | VA0000361143 | 1989-07-10 |
| Wood-Mode fine custom cabinetry: [no.] L107-886 | VA0000246915 | 1986-09-26 |
| Wood-Mode fine custom cabinetry, Newport. | VA0000239811 | 1986-09-26 |
| Baths, with the Wood-Mode touch | VA0000078490 | 1981-04-09 |
| Wood-Mode cabinetry: manufacturing and construction features...with the Wood-Mode touch | VA0000079697 | 1981-04-09 |
| Work places...with the Wood- Mode touch | VA0000079696 | 1981-04-09 |


EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| ORGANIZING SYSTEM FOR DRAWERS AND CABINETS | 6,913,156 | 7-5-2005 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| | | |
| BROOKHAVEN | 1,524,521 | February 14, 1989 |
| ROOMSCAPING | 968,913 | September 18, 1973 |
| WOOD-MODE | 646,505 | June 4, 1957 |
| WOOD-MODE FINE CUSTOM CABINETRY AND DESIGN  | 1,639,117 | March 26, 1991 |