

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4271511

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:	GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, AS AGENT	
Street Address:	285 RIVERSIDE AVENUE	
City:	WESTPORT	
State/Country:	CONNECTICUT	
Postal Code:	06880	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6913156
CORRESPONDENCE DATA		
Fax Number:	(212)303-7064	
<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:	212.318.6824	
Email:	christinedionne@paulhastings.com	
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
Address Line 1:	200 PARK AVENUE, 28TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10166	
ATTORNEY DOCKET NUMBER:	93810.00007	
NAME OF SUBMITTER:	CHRISTINE DIONNE	
SIGNATURE:	/CHRISTINE DIONNE/	
DATE SIGNED:	02/13/2017	
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 **GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC** (“**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 as of 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) 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**”);

(d) 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;

(e) 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;

(f) 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;

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

(h) 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.]

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: 
Name: R. Brooks Greenland
Title: President/COO

AGENT:

GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as Agent

By: _____
Name: _____
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: _____
Name: _____
Title: _____

AGENT:

GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as Agent

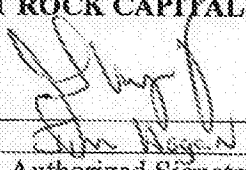
By:  _____
Name: Steven Hagen
Title: Authorized Signatory

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
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

Title	Patent No.	Issue Date
ORGANIZING SYSTEM FOR DRAWERS AND CABINETS	6,913,156	7-5-2005

EXHIBIT C

Trademarks

Trademark	Registration No.	Issue Date	Status/Key Dates
BROOKHAVEN	1,524,521	February 14, 1989	Renewed February 14, 2009
ROOMSCAPING	968,913	September 18, 1973	Renewed September 18, 2013
WOOD-MODE	646,505	June 4, 1957	Renewed June 4, 2007
WOOD-MODE FINE CUSTOM CABINETRY AND DESIGN 	1,639,117	March 26, 1991	Renewed March 26, 2011