## 504283963 03/22/2017

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4330644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
SUMNER MANUFACTURING COMPANY, LLC	02/02/2017
SOUTHWIRE COMPANY, LLC	02/02/2017
COLEMAN CABLE, INC. N/K/A COLEMAN CABLE, LLC	02/02/2017
TECHNOLOGY RESEARCH CORPORATION N/K/A TECHNOLOGY RESEARCH, LLC	02/02/2017

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT AND GRANTEE
Street Address:	101 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	13292722
Application Number:	11072370
Application Number:	10325876
Application Number:	08991575
Application Number:	14346515
Application Number:	14983072

### CORRESPONDENCE DATA

Fax Number:

#### (212)303-7064

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.

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ATTORNEY DOCKET NUMBER.	95568 00002		

# ATTORNEY DOCKET NUMBER: 95568.00002 NAME OF SUBMITTER: CHRISTINE DIONNE

### 504283963

SIGNATURE:	/CHRISTINE DIONNE/	
DATE SIGNED:	03/22/2017	
Total Attachments: 5		
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### AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS, dated as of February 2, 2017 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Patent Rights, dated as of February 11, 2014 (the "Patent Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the several banks and other financial institutions from time to time parties to the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Collateral Agent are parties to that certain Grant of Security Interest in Patent Rights, dated as of February 11, 2014 and recorded with the United States Patent and Trademark Office on February 12, 2014 at Reel 032251, Frame 0277; and

WHEREAS, Grantors and Collateral Agent wish to amend the Patent Security Agreement by (i) joining Sumner Manufacturing Company, LLC, a Delaware limited liability company ("<u>New Grantor</u>") and (ii) amending Schedule A to the Patent Security Agreement to add certain Patents to the Collateral, and Grantors and Collateral Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Patent Security Agreement and a "Grantor" for all purposes under the Patent Security Agreement, as if it had executed the Patent Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Patent Security Agreement shall be deemed to include each New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Collateral Agent, for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations, a continuing security interest in all of such New Grantor's right, title and interest in, to and under the Collateral.

2. Grantors and Collateral Agent hereby agree that Schedule A to the Patent Security Agreement is hereby amended by adding the Collateral listed on Exhibit A attached hereto (the "<u>Additional Patent Collateral</u>"), which such Additional Patent Collateral shall be and become part of the Collateral referred to in the Patent Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

3. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Collateral Agent in all of Grantors' right, title, and interest in, to, and under the Collateral identified on Schedule A to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantors' right, title, and interest in, to, and under the Additional Patent Collateral identified on Exhibit A attached hereto; (c) represent and warrant that the representations and warranties in the Patent Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the

date hereof, as though made on such date; and (d) agree that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

4. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment by the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

**SUMNER MANUFACTURING COMPANY, LLC**, a Delaware limited liability company

By:

Name: James Guyton Cochran Title Treasurer

**GRANTORS:** 

SOUTHWIRE COMPANY, LLC, COLEMAN CABLE, INC., and TECHNOLOGY RESEARCH CORPORATION, each as a Grantor

By:

Name: James Guyion Cochran Title Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS]

### COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent and

Grantee	1/4
By:	<u>M_2_</u>
Name:	6 har 6 / hylor
Title:	- Senier Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS]

### EXHIBIT A

### SCHEDULE I to PATENT SECURITY AGREEMENT

1. United Copper Industries, LLC:

None.

2. Sumner Manufacturing Company, LLC

OWNER	REGISTRATION/APPLICATION NUMBER	ISSUANCE NUMBER	TITLE
Sumner Manufacturing Company, LLC	13/292722	8,517,365	Clamp assembly
Sumner Manufacturing Company, LLC	11/072370	7,150,459	Reel support and dispensing cart
Sumner Manufacturing Company, LLC	10/325876	6,877,753	Reel support and dispensing cart
Sumner Manufacturing Company, LLC	08/991575	5,934,626	Adjustable pipe roll and support mechanism
Sumner Manufacturing Company, LLC	14/346,515		Pipe Fabrication Apparatus with a Bed and a Support Having a Backing Plate
Sumner Manufacturing Company, LLC	14/983,072		Jack Stand Apparatus Adaptable to Various Diameters of Pipe
Sumner Manufacturing Company, LLC		5,806,868 <sup>1</sup>	Manual Cart for Loading, Transporting and Unloading Long or Heavy Objects

<sup>1</sup> This patent has expired and will not be renewed.

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