### 504302706 04/03/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4349387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
EASTERN WHOLESALE FENCE LLC	03/31/2017

#### **RECEIVING PARTY DATA**

Name:	BMO HARRIS BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	111 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	
Patent Number:	9217278	
Patent Number:	7895713	
Patent Number:	8449952	
Patent Number:	8919742	
Patent Number:	9476220	

#### **CORRESPONDENCE DATA**

Fax Number:

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ATTORNEY DOCKET NUMBER:	3630.217	
NAME OF SUBMITTER:	KRISTEN N. LANGE	
SIGNATURE:	/kristenlange/	
DATE SIGNED:	04/03/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT 504302706 REEL: 041824 FRAME: 0180

### **Total Attachments: 3**

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PATENT REEL: 041824 FRAME: 0181

#### **GRANT OF A SECURITY INTEREST -- PATENTS**

This Patent Security Agreement (this "Patent Security Agreement") is made as of March 31, 2017, by EASTERN WHOLESALE FENCE LLC ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (defined below).

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached <u>Schedule A</u>, which patents are issued or applied for in the United States Patent and Trademark Office (the "<u>Patents</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 31, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, together with, among other things, the goodwill of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor hereby authorizes Grantee unilaterally to modify this Patent Agreement by amending <u>Schedule A</u> to include any future United States Patents of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Agreement or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on <u>Schedule A</u>.

This Patent 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

**EASTERN WHOLESALE FENCE LLC**, a Delaware limited liability company

By: Eastern Acquisition Company, Inc.,

its sole member

By: \_\_\_\_\_\_\_ Name: <u>C. Kenneth Clay</u>

Title: <u>President</u>

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# **Patents and Patent Applications**

RECORDED: 04/03/2017

PATENT	PATENT NUMBER	ISSUE DATE
Truss Anchor and Truss Assembly Used for Reinforcing	9,217,278	12/22/15
Gate	7.005.712	2/1/11
Fence Hinge	7,895,713	3/1/11
Method and System for Coating Vinyl Products	8,449,952	5/28/13
System and Fence Kit for Strengthening a Fence	8,919,742	12/30/14
Method for Strengthening a Fence	9,476,220	10/25/16

PATENT REEL: 041824 FRAME: 0184