

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4385918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DESIGN SOLUTIONS INTERNATIONAL, INC.	04/26/2017
JIMCO LAMP & MANUFACTURING COMPANY	04/26/2017
NIELSEN & BAINBRIDGE, LLC	04/26/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1100 ABERNATHY ROAD, SUITE 1600
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>PROPERTY NUMBERS Total: 25</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D649363
Patent Number:	D670507
Patent Number:	D541054
Patent Number:	7178282
Patent Number:	D488570
Patent Number:	D529298
Patent Number:	D548465
Patent Number:	6339891
Patent Number:	D527192
Patent Number:	D527534
Patent Number:	D527533
Patent Number:	D528309
Patent Number:	D529300
Patent Number:	D529722
Patent Number:	D578311
Patent Number:	6189417
Patent Number:	6189252
Patent Number:	8733004

Property Type	Number
Patent Number:	6524413
Patent Number:	D639581
Patent Number:	7708252
Patent Number:	D552469
Application Number:	15180712
Patent Number:	D685260
Patent Number:	8887915

#### CORRESPONDENCE DATA

**Fax Number:** (800)494-7512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** JOANNA MCCALL

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F169816
<b>NAME OF SUBMITTER:</b>	LAURA A. KENERSON
<b>SIGNATURE:</b>	/Laura A. Kenerson/
<b>DATE SIGNED:</b>	04/26/2017

#### Total Attachments: 9

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## ABL PATENT SECURITY AGREEMENT

This ABL PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Patent Security Agreement”) dated April 26, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, NBG INTERMEDIATE HOLDINGS INC., a Delaware corporation (“Holdings”), NBG ACQUISITION INC., a Delaware corporation (the “Initial Borrower”), which shall be merged with and into KNB HOLDINGS CORPORATION, a Delaware corporation (the “Company”), with the Company surviving the Merger and resulting in the Company being the “Administrative Borrower” (together with its permitted successors and assigns) thereunder and under the other Loan Documents upon, and at all times after, the consummation of the Merger, Holdings, the Company, the other Borrowers and Guarantors party thereto, Wells Fargo, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and the Collateral Agent, and each lender from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into the ABL Credit Agreement dated as of April 26, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this ABL Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “ABL Collateral”):

the issued Patents and pending applications for Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A

hereto, together with (i) all reissues, continuations, divisionals, continuations-in-part, renewals, reexaminations, and extensions thereof, and the inventions claimed therein, (ii) all rights to sue or otherwise recover for past, present and future infringements or other violations thereof, (iii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Security for Obligations. The grant of a security interest in the ABL Collateral by each Grantor under this ABL Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this ABL Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This ABL Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this ABL Patent Security Agreement.

SECTION 4. Execution in Counterparts. This ABL Patent Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This ABL Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the ABL Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this ABL Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS ABL PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this ABL Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the

Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

DESIGN SOLUTIONS INTERNATIONAL, INC.

By: 

Name: Gary Golden

Title: Vice President and Secretary

[Signature Page to ABL Patent Security Agreement]

**PATENT**  
**REEL: 042152 FRAME: 0361**

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

JIMCO LAMP & MANUFACTURING COMPANY

By: 

Name: Gary Golden

Title: Vice President and Secretary

[Signature Page to ABL Patent Security Agreement]

**PATENT**  
**REEL: 042152 FRAME: 0362**

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

NIELSEN & BAINBRIDGE, LLC

By: 

Name: Gary Golden

Title: Chief Financial Officer, Vice President and  
Assistant Secretary

[Signature Page to ABL Patent Security Agreement]

**PATENT**  
**REEL: 042152 FRAME: 0363**



WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: K. Scharre  
Name: Kathryn Scharre  
Title: Authorized Signatory

[Signature Page to ABL Patent Security Agreement]

**PATENT**  
**REEL: 042152 FRAME: 0364**

# SCHEDULE A

## United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Nielsen & Bainbridge, LLC	Collage photo frame	D649,363
Nielsen & Bainbridge, LLC	Collage photo frame	D670,507
Nielsen & Bainbridge, LLC	Concave photo frame	D541,054
Nielsen & Bainbridge LLC	Decorative corner piece for connecting mitered frame sections together	7,178,282
Nielsen & Bainbridge, LLC	Frame moulding	D488,570
Nielsen & Bainbridge	Frame moulding	D529,298
Nielsen & Bainbridge LLC	Matt board corner sample	D548,465
Nielsen & Bainbridge L.L.C.	Metal picture frame	6,339,891
Nielsen & Bainbridge, LLC	Photo frame	D527,192
Nielsen & Bainbridge, LLC	Photo frame	D527,534
Nielsen & Bainbridge, LLC	Photo frame	D527,533
Nielsen & Bainbridge, LLC	Photo frame	D528,309
Nielsen & Bainbridge, LLC	Photo frame	D529,300
Nielsen & Bainbridge, LLC	Photo frame	D529,722
Nielsen & Bainbridge, LLC	Picture frame	D578,311
Nielsen & Bainbridge, L.L.C.	Picture frame assembly machine	6,189,417
Nielsen & Bainbridge, L.L.C.	Picture frame corner connecting element	6,189,252
Nielsen Bainbridge	Picture frame moulding with matboard track	8,733,004
Nielsen & Bainbridge LLC	Preservation mat board	6,524,413
Nielsen & Bainbridge, LLC	Shelf	D639,581
Nielsen & Bainbridge, LLC	Wall hanging system	7,708,252
Jimco Lamp & Manufacturing Co.	Lamp base display	D552469
Design Solutions International, Inc.	LED lamp strip, method and system for controlling thereof	15/180,712

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Jimco Lamp and Manufacturing Company	Packaging	D685260
Design Solutions International, Inc.	Lamp display packaging with folding graphic lampshade depiction display panel	8887915