

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4389981

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TMI INTERNATIONAL, LLC	04/27/2017
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 FIFTH AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6945304
Patent Number:	6941999
Patent Number:	6933030
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<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:	3125778265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-140
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	04/28/2017
Total Attachments: 5	
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THIS PATENT SECURITY AGREEMENT, dated as of April 27, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Golub Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital Markets LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Termination. This Patent Security Agreement shall terminate and the Lien on the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 6. Counterparts. This Patent Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

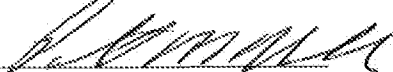
Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

TMI INTERNATIONAL, LLC,
as Grantor

By: 

Name: Patrick McMullen

Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 042176 FRAME: 0803

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL MARKETS LLC
as Administrative Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 042176 FRAME: 0804

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENTS

<u>Name</u>	<u>Patent No.</u>	<u>Application No.</u>
FLEXIBLE-STRIP HANGER FOR A STRIP DOOR SYSTEM AND METHOD OF MAKING	6945304	2003406527
ADJUSTABLE STRIP DOOR HANGER	6941999	2003668839
CONTINUOUS WEB OF FLEXIBLE PLASTIC STRIPS FOR STRIP DOOR SYSTEMS	6933030	2003360421