

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4391615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SIGN-ZONE, LLC	05/01/2017
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9214104
Patent Number:	9330582
Patent Number:	D760857
Application Number:	15289182
Application Number:	14853444
Application Number:	29540776
Application Number:	15195205
Application Number:	29539376
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	3125778518
Email:	rebecca.dyson@kattenlaw.com
Correspondent Name:	REBECCA DYSON C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	214338-330
NAME OF SUBMITTER:	REBECCA DYSON
SIGNATURE:	/rebecca dyson/

DATE SIGNED:	05/01/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Patent Security Agreement - Sign Zone#page1.tif source=Patent Security Agreement - Sign Zone#page2.tif source=Patent Security Agreement - Sign Zone#page3.tif source=Patent Security Agreement - Sign Zone#page4.tif source=Patent Security Agreement - Sign Zone#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of May 1, 2017, by Sign-Zone, LLC, a Minnesota limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 1, 2017, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) Each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.

Notwithstanding the foregoing, none of the Patent Collateral shall include any Excluded Property.

3. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

4. This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein, all without representation or warranty.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SIGN-ZONE, LLC

By: Scott A. Finegan
Name: Scott A. Finegan
Title: Vice President and Secretary

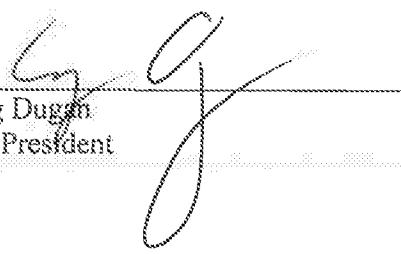
Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: _____

Name: Craig Duggan

Title: Vice President

A handwritten signature in black ink, appearing to read 'Craig Duggan', is written over a horizontal dotted line. The signature is stylized and extends above and below the line.

SCHEDULE A

Patents and Patent Applications

Grantor	Name	Patent Registration Number	Patent Registration Date	Patent Application Number	Patent Application Date
Sign-Zone, LLC	INTERCHANGEABLE FACE PLATE DISPLAY SYSTEM	9214104	12/15/2015	14482428	9/10/2014
Sign-Zone, LLC	MOTIVE SIGN APPARATUS	9330582	5/3/2016	14960392	12/6/2015
Sign-Zone, LLC	TENT FOOT DEVICE	D760857	7/5/2016	29529732	6/10/2015
Sign-Zone, LLC	PRIZE WHEEL	--	--	15289182	10/09/2016
Sign-Zone, LLC	LIGHT EMITTABLE WALL SUPPORT DEVICE	--	--	14853444	9/14/2015
Sign-Zone, LLC	DISPLAY SHELF	--	--	29540776	10/28/2015
Sign-Zone, LLC	MONITOR SUPPORT DEVICE	--	--	15195205	6/28/2016
Sign-Zone, LLC	TABLE COVER	--	--	29539376	9/14/2015