

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4394723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DESIGN SOLUTIONS INTERNATIONAL, INC.	04/26/2017
JIMCO LAMP & MANUFACTURING COMPANY	04/26/2017
NIELSEN & BAINBRIDGE, LLC	04/26/2017
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W WASHINGTON ST.
Internal Address:	21ST FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 25	
Property Type	Number
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:	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
Patent Number:	D529300

CORRESPONDENCE DATA

Fax Number: (617)235-9492

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: 2125969167

Email: Gary.Lee@ropesgray.com

Correspondent Name: GARY LEE

Address Line 1: ROPES & GRAY LLP, 1211 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER: 111591-0069

NAME OF SUBMITTER: GARY LEE

SIGNATURE: /Gary Lee/

DATE SIGNED: 05/02/2017

Total Attachments: 8

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Patent Security Agreement”) dated April 26, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as Second Lien Collateral Agent (the “Second Lien 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 Second Lien Credit Agreement and the Second Lien 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 “Borrower” (together with its permitted successors and assigns) and succeeding to all the rights and obligations of the Initial Borrower thereunder and under the other Loan Documents upon, and at all times after, the consummation of the Merger, the Company, CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and the Second Lien Collateral Agent, and each lender from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into the Second Lien 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 “Second Lien Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

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

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Second Lien 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 Second Lien 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 Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Second Lien 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 “Second Lien Collateral”) the issued Patents and pending applications for Patents (as defined in the Second Lien 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 Second Lien Collateral by each Grantor under this Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien Patent and Trademark 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 Second Lien Patent Security Agreement has been entered into in conjunction with the provisions of the Second Lien 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 Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Second Lien 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 Second Lien Patent Security Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 6. Governing Law. THIS SECOND LIEN 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 Second Lien 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 Second Lien 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

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

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.

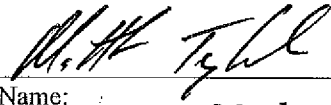
NIELSEN & BAINBRIDGE, LLC

By: 

Name: Gary Golden

Title: Chief Financial Officer, Vice President and
Assistant Secretary

**CORTLAND CAPITAL MARKET SERVICES
LLC,**
as Second Lien Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

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, LLC	Frame moulding	D529,298
Nielsen & Bainbridge, LLC	Matt board corner sample	D548,465
Nielsen & Bainbridge, LLC	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, LLC	Picture frame assembly machine	6,189,417
Nielsen & Bainbridge, LLC	Picture frame corner connecting element	6,189,252
Nielsen & Bainbridge, LLC	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