

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4417576

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANNEXAIR INC.	05/11/2017
RECEIVING PARTY DATA		
Name:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA	
Street Address:	40 KING STREET WEST, SUITE 2500	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 3Y2	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D666485	
Application Number:	13234845	
CORRESPONDENCE DATA		
Fax Number:	(612)766-1600	
<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:	612-766-6911	
Email:	susan.carlson@faegrebd.com	
Correspondent Name:	SUSAN CARLSON, FAEGRE BAKER DANIELS LLP	
Address Line 1:	90 SOUTH 7TH STREET STE 2200	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
NAME OF SUBMITTER:	SUSAN CARLSON	
SIGNATURE:	/e/ Susan Carlson	
DATE SIGNED:	05/17/2017	
Total Attachments: 5		
source=Annexair - Patent Security Agreement#page1.tif		
source=Annexair - Patent Security Agreement#page2.tif		
source=Annexair - Patent Security Agreement#page3.tif		
source=Annexair - Patent Security Agreement#page4.tif		
source=Annexair - Patent Security Agreement#page5.tif		

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Patent Security Agreement**") is made this 11th day of May, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA** ("**Wells Fargo**"), for itself, as the Lender and in its capacity as agent for the Bank Product Providers.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 11, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**") by and among Annexair Inc., a corporation formed under the laws of Québec ("**Borrower**"), as borrower, Wells Fargo, as lender ("**Lender**"), the Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender, for the benefit of itself and the Bank Product Providers, that certain Security Agreement, dated as of May 11, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of itself and the Bank Product Providers, this Patent Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in **Section 1(b)** of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit of itself and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Patent Collateral**"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of itself and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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.

GRANTOR:

ANNEXAIR INC.

By: 

Name:

Title:

Robert S. Leinen
President

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA

By: _____

Name: Roger A. Pfiffner

Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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.

GRANTOR:

ANNEXAIR INC.

By: _____
Name: _____
Title: _____

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA

By:  _____
Name: David Boutin
Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Schedule I**PATENTS****Patents Owned**

PATENT DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
screws	140865	01/30/2012	10 years
screws	US D666,485 S	09/04/2012	14 years

PATENT APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE
Composite panel with edge band	CA 2752767	09/13/2011
Composite panel with edge band	US 2013/0071604	03/21/2013