

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4405345

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CARRAND COMPANIES, INC.		05/05/2017
RECEIVING PARTY DATA		
Name:	THE BANK OF NOVA SCOTIA	
Street Address:	720 KING STREET WEST, 2ND FLOOR	
Internal Address:	C/O GWS LOAN OPERATIONS	
City:	TORONTO, ONTARIO	
State/Country:	CANADA	
Postal Code:	M5V2T3	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	5864913	
Patent Number:	6517119	
Patent Number:	6536971	
Patent Number:	7028375	
Patent Number:	7216414	
Patent Number:	D554230	
Patent Number:	7510128	
Patent Number:	7631385	
Patent Number:	D618867	
Patent Number:	D618868	
Patent Number:	7959191	
Patent Number:	8029207	
Patent Number:	D672102	
Patent Number:	D645255	
Patent Number:	D554315	
Patent Number:	6990705	
Patent Number:	D498190	
CORRESPONDENCE DATA		

Fax Number: (212)728-8111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: RACHEL DOOLEY C/O WILLKIE FARR & GALLAGHER LLP

Address Line 1: 787 SEVENTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	RACHEL S. DOOLEY
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SIGNATURE:	/rachelsdooley/
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DATE SIGNED:	05/09/2017
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Total Attachments: 3

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PATENT COLLATERAL AGREEMENT

This 5th day of May 2017, Carrand Companies, Inc., a California corporation ("*Debtor*") with its principal place of business and mailing address at 145 West Artesia Blvd., Compton, CA 90220, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, ("*Scotia Capital*"), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto, and all of the inventions described and claimed therein and any and all reissues, continuations, continuations in part or extensions thereof; and


(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the patents and patent applications made and granted hereby 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 WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

CARRAND COMPANIES, INC.

By: 
Name: James Daniel
Title: CFO

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

CARRAND COMPANIES, INC.

By: _____
Name:
Title:

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Administrative Agent

By: _____
Name: James Rhee
Title: Managing Director

By: _____
Name:
Title: Andrew Morales
Associate Director

[Signature Page to Patent Collateral Agreement]