

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4433505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SHOALS TECHNOLOGIES GROUP, LLC	05/25/2017
RECEIVING PARTY DATA	
Name:	MB FINANCIAL BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	1151 STATE STREET
City:	LEMONT
State/Country:	ILLINOIS
Postal Code:	60439
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9589752
Patent Number:	8971046
Patent Number:	8962998
Patent Number:	8937249
Patent Number:	8604342
Patent Number:	8408929
Application Number:	15450378
Application Number:	15412989
Application Number:	14295132
Application Number:	14849458
Application Number:	14542810
Application Number:	14513135
Application Number:	14269095
Application Number:	12871234
CORRESPONDENCE DATA	
Fax Number:	(703)712-5050
<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:	703-712-5352
Email:	jmiller@mcguirewoods.com

Correspondent Name: JOYCE MILLER
Address Line 1: 1750 TYSONS BLVD.
Address Line 2: SUITE 1800
Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 2054423-0142

NAME OF SUBMITTER: JOYCE MILLER

SIGNATURE: /Joyce Miller/

DATE SIGNED: 05/26/2017

Total Attachments: 4

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GRANT OF SECURITY INTEREST IN PATENTS

WHEREAS, Shoals Technologies Group, LLC, a Tennessee limited liability company (“**Grantor**”), owns the patents, patent applications and patent licenses, as set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A., as “Administrative Agent” under the Credit Agreement and the Guaranty and Collateral Agreement referred to below (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s patents, patent applications and patent licenses (except for Excluded Property, as such term is defined in the Guaranty and Collateral Agreement); and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the patents, patent applications and patent licenses (except for Excluded Property) described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, dated as of May 25, 2017, by and among, inter alia, the Grantor, Shoals Intermediate Holdings LLC, Shoals Holdings LLC, Solon, LLC, Shoals Structures, LLC, Shoals Technologies, LLC and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement) and the Guaranty and Collateral Agreement, dated as of May 25, 2017, by and among, inter alia, the Grantor, Shoals Intermediate Holdings LLC, Shoals Holdings LLC, Solon, LLC, Shoals Structures, LLC, Shoals Technologies, LLC and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the patents, patent applications and patent licenses (except for Excluded Property) (the “**Patents**”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement) of the Patents and (iii) all causes of action, past, present and future, for infringement of any of the Patents.

This GRANT OF SECURITY INTEREST IN PATENTS (this “**Grant of Security Interest**”) is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the Closing Date (as defined in the Credit Agreement).

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or Guaranty and Collateral Agreement, the provisions of the Credit Agreement or Guaranty and Collateral Agreement, as applicable, shall govern.

This Grant of Security Interest shall be a contract made under and governed by the internal 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Patents as of the date of the Credit Agreement.

GRANTOR:

SHOALS TECHNOLOGIES GROUP, LLC,
a Tennessee limited liability company

By: 

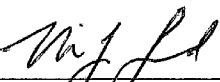
Name: Dean Solon

Title: President

[Signature Page Grant of Security Interest in Patents]

GRANTEE:

MB FINANCIAL BANK, N.A.,
as Administrative Agent

By: 

Name: Michael J. Leonard
Title: Commercial Group President

[Signature Page Grant of Security Interest in Patents]

Schedule A – Patents

U.S. Patents		
Patent No.	Filing Date	Issue Date
9,589,752	5/3/14	3/7/17
8,971,046	6/5/14	3/3/15
8,962,998	2/7/13	2/24/15
8,937,249	3/1/10	1/20/15
8,604,342	7/14/09	12/10/13
8,408,929	3/28/11	4/2/13
U.S. Patent Applications		
Application No.	Filing Date	Issue Date
15/450,378	3/6/17	N/A
15/412,989	1/23/17	N/A
14/295,132	6/3/14	N/A
14/849,458	9/9/15	N/A
14/542,810	11/17/14	N/A
14/513,135	10/13/14	N/A
14/269,095	5/3/14	N/A
12/871,234	8/30/10	N/A

Patent Licenses

None.