

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4456817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BATH AUTHORITY LLC	06/12/2017
RECEIVING PARTY DATA	
Name:	LBC CREDIT AGENCY SERVICES, LLC
Street Address:	125 SOUTH WACKER
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	62448189
Application Number:	15199558
Application Number:	15052947
Application Number:	15263742
Application Number:	15215820
Application Number:	29562840
Application Number:	29577403
Application Number:	29578674
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD. 55 E. MONROE ST.
Address Line 2:	SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6030.101
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/

PATENT

DATE SIGNED:	06/13/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=B.5. Patent_Security_Agreement#page1.tif source=B.5. Patent_Security_Agreement#page2.tif source=B.5. Patent_Security_Agreement#page3.tif source=B.5. Patent_Security_Agreement#page4.tif source=B.5. Patent_Security_Agreement#page5.tif source=B.5. Patent_Security_Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 12th day of June, 2017, by and among BATH AUTHORITY LLC, a Pennsylvania limited liability company (the "Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), among Glass Technology Concepts, LLC, a Delaware limited liability company (the "Borrower"), the financial institutions or other entities from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each individually a "Lender" and collectively, the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (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, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, 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.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of each of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of 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, including those referred to on Schedule I; and
- (b) all products and proceeds (as that term is defined in the UCC) of the foregoing;

provided, that Patent Collateral shall not include any Patents constituting Excluded Property.

3. SECURITY FOR THE OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not such Obligations 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 Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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, including, without limitation, Section 18, 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. COUNTERPARTS. 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.

6. GOVERNING LAW. THIS PATENT SECURITY 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 LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

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:

BATH AUTHORITY LLC

By: Karen Tuleta
Name: Karen Tuleta
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED
BY:

AGENT:

LBC CREDIT AGENCY SERVICES, LLC, as
Agent

By: 

Name: David E. Fraimow

Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Provisional Patent:

Grantor	Title	Country	Application No./ Filing Date
Bath Authority LLC	SYSTEM FOR DESIGNING AND CONFIGURING A HOME IMPROVEMENT INSTALLATION	United States	62/448,189 1/19/17

Applications:

Grantor	Title	Country	Application No./ Filing Date
Bath Authority LLC	PIVOT HINGE ASSEMBLY FOR GLASS DOOR	United States	15/199,558 6/30/16
Bath Authority LLC	ADJUSTABLE BRACKET ASSEMBLY FOR GLASS PANEL	United States	15/052,947 2/25/16
Bath Authority LLC	GUIDE AND RAIL ASSEMBLY AND SYSTEM FOR SHOWER DOOR AND PANEL	United States	15/263,742 9/13/16
Bath Authority LLC	GUIDE BLOCK FOR GLASS PANEL	United States	15/215,820 7/21/16
Bath Authority LLC	L-SHAPED BRACKET FOR GLASS PANEL (Design Patent)	United States	29/562,840 4/29/16

Grantor	Title	Country	Application No./ Filing Date
Bath Authority LLC	GUIDE AND RAIL ASSEMBLY FOR SHOWER DOOR AND PANEL (Design Patent)	United States	29/577,403 9/13/16
Bath Authority LLC	GUIDE BLOCK FOR GLASS PANEL (Design Patent)	United States	29/578,674 9/23/16