

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4486334

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENGLISH MANUFACTURING, INC.	06/30/2017
RECEIVING PARTY DATA		
Name:	Madison Capital Funding LLC, as Agent	
Street Address:	30 South Wacker Drive, Suite 3700	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	D649865	
Patent Number:	8109579	
Patent Number:	D497739	
Patent Number:	D472083	
Patent Number:	D575560	
Patent Number:	8925172	
Patent Number:	9291188	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4688	
<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:	312-577-8416	
Email:	carole.dobbins@kattenlaw.com	
Correspondent Name:	CAROLE DOBBINS C/O KATTEN MUCHIN	
Address Line 1:	525 W. MONROE ST.	
Address Line 4:	CHICAGO, ILLINOIS 60661	
NAME OF SUBMITTER:	CAROLE DOBBINS	
SIGNATURE:	/Carole Dobbins/	
DATE SIGNED:	06/30/2017	
Total Attachments: 5		

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this June 30, 2017 by and among the Grantor listed on the signature pages hereof (“Grantor”), and MADISON CAPITAL FUNDING LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Food Service Holdings, LLC f/k/a Brass Smith Holdings LLC, a Delaware limited liability company, as a Guarantor (“Holdings”), Grantor, CCS Acquisition, LLC, a Colorado limited liability company, as a Guarantor (“CCS”), the other Guarantors from time to time party thereto (and together with Holdings, Grantor and CCS, collectively, the “Loan Parties”) the several financial institutions from time to time party thereto, as Lenders, and Madison Capital Funding LLC, as Administrative Agent, the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of March 11, 2016 (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 the Agent, for the benefit of the Secured Creditors, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents and rights in and to exclusive Intellectual Property Licenses with respect to Patents to which it is a party including those Patents referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or any Patent licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Patent Security Agreement, the Patent Collateral shall exclude any United States intent-to-use patent applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use patent applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Patent Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use patent application shall be considered Patent Collateral

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 Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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 Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new patents or renewal or extension of any patent registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered patents or patent applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

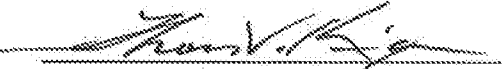
6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and 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 Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ENGLISH MANUFACTURING, INC., a California corporation

By: 

Name: Thomas Kissinger

Title: President and Chief Executive Officer

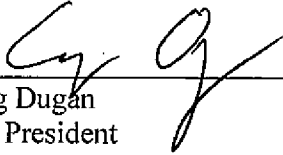
ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC

By: _____

Name: Craig Dugan

Title: Vice President

A handwritten signature in black ink, appearing to read 'Craig Dugan', is written over a horizontal line.

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Title	Patent Number or Publication Number	Patent Application Number
Sneeze Guard Bracket	U.S. Pat. No. D649,865	Application No. 29/384,669
Adjustment Apparatus For Sneeze Guard	U.S. Pat. No. 8,109,579	Application No. 12/197,271
Sneeze Guard With Shelf	U.S. Pat. No. D497,739	Application No. 29/186,954
Sneeze Guard	U.S. Pat. No. D472,083 (expired)	Application No. 29/167,158
Adjustably Positionable Sneeze Guard	U.S. Pat. No. D575,560	Application No. 29/296,884
Mounting Fixture and Method for Using Same	U.S. Pat. No. 8,925,172	Application No. 14/173,766
Mounting Fixture and Method for Using Same	U.S. Pat. No. 9,291,188	Application No. 14/589,675