

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4510284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SF HOME DECOR, LLC	07/13/2017
SURE FIR HOME PRODUCTS LLC (FKA SURE FIT, INC.)	07/13/2017
SURE FIT OUTDOOR LLC	07/13/2017
SPENCER N. ENTERPRISES, INC.	07/13/2017
SURE FIT HOME DECOR HOLDINGS CORP.	07/13/2017
SPENCER INTERMEDIATE HOLDINGS CORP.	07/13/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, AS AGENT
<b>Street Address:</b>	225 W. WASHINGTON STREET
<b>Internal Address:</b>	21ST FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 27</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7959227
Patent Number:	7857384
Patent Number:	7780232
Patent Number:	7637567
Patent Number:	7472954
Patent Number:	7422281
Patent Number:	D575976
Patent Number:	7360834
Patent Number:	6116685
Application Number:	14484889
Application Number:	15138762
Application Number:	15063981
Patent Number:	D748920
Patent Number:	8991625

PATENT

Property Type	Number
Patent Number:	D722488
Patent Number:	8505749
Patent Number:	8215501
Patent Number:	D590698
Patent Number:	7512997
Patent Number:	D567637
Patent Number:	D565395
Patent Number:	D557590
Patent Number:	D552455
Patent Number:	7124451
Patent Number:	D498663
Patent Number:	D489249
Patent Number:	6263523

#### CORRESPONDENCE DATA

**Fax Number:** (312)558-5700

*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:** (312) 558-6352

**Email:** mfoy@winston.com

**Correspondent Name:** MICHELLE FOY, WINSTON & STRAWN LLP

**Address Line 1:** 35 WEST WACKER DRIVE

**Address Line 2:** SUITE 4200

**Address Line 4:** CHICAGO, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	86111.19
<b>NAME OF SUBMITTER:</b>	MICHELLE FOY
<b>SIGNATURE:</b>	/Michelle Foy/
<b>DATE SIGNED:</b>	07/19/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### Total Attachments: 9

source=GS Sure Fit - US Patent Security Agreement (EXECUTED)#page1.tif

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**U.S. PATENT SECURITY AGREEMENT**

THIS U.S. PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 13, 2017, is among SF HOME DÉCOR, LLC, a Delaware limited liability company ("SF Home Décor"), SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.), a Delaware limited liability company ("Sure Fit"), SURE FIT OUTDOOR LLC, a Delaware limited liability company ("Sure Fit Outdoor"), SPENCER N. ENTERPRISES, INC., a California corporation ("Spencer"), SURE FIT HOME DÉCOR HOLDINGS CORP., a Delaware corporation ("Parent"), SPENCER INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Spencer Intermediate," and collectively with SF Home Décor, Sure Fit, Sure Fit Outdoor and Parent, the "Grantors"), and Goldman Sachs Private Middle Market Credit LLC (the "Agent").

**WITNESSETH:**

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of July 13, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantors (collectively with any other borrowers from time to time party to the Loan Agreement, the "Borrowers"), the guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent, the Lenders have agreed to provide Loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that the Agent, on behalf of the Secured Parties, shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in the Patent Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

***Section 2. Grant of Security Interest in Patents***

The Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all patents, to the extent included in the Collateral, including but not limited to the patents listed on Schedule A, in each

case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral").

### ***Section 3. Security for Obligations***

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

### ***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

### ***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

### ***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

### ***Section 7. Intercreditor Agreement***

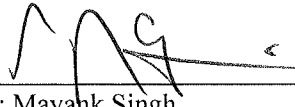
Notwithstanding anything herein to the contrary, the Agent and the Grantors acknowledge that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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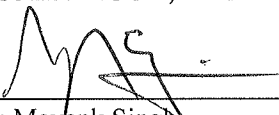
IN WITNESS WHEREOF, the parties hereto have caused this U.S. Patent Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

**SURE FIT HOME DÉCOR HOLDINGS CORP.**

By:   
Name: Mayank Singh  
Title: Treasurer and Secretary

**SF HOME DÉCOR, LLC**

By:   
Name: Mayank Singh  
Title: Treasurer and Secretary

**SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.)**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SURE FIT OUTDOOR LLC**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SPENCER INTERMEDIATE CORP.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**SPENCER N. ENTERPRISES, INC.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

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**GRANTORS:**

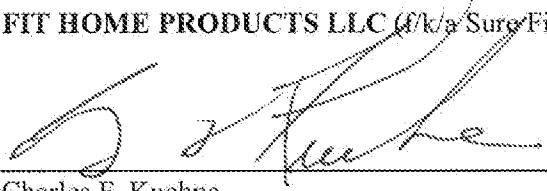
**SURE FIT HOME DÉCOR HOLDINGS CORP.**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Treasurer and Secretary

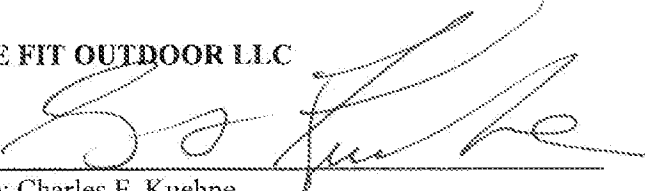
**SF HOME DÉCOR, LLC**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Treasurer and Secretary

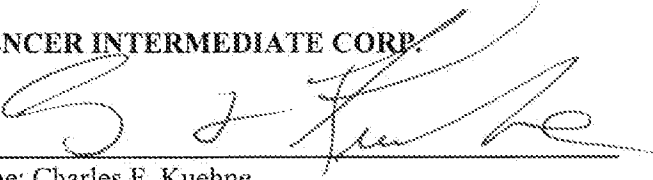
**SURE FIT HOME PRODUCTS LLC (d/b/a Sure Fit, Inc.)**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

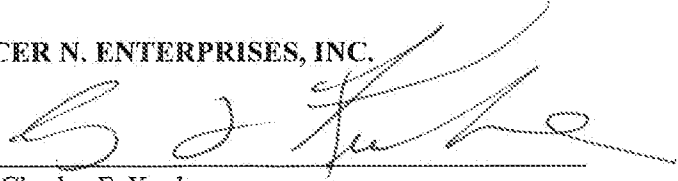
**SURE FIT OUTDOOR LLC**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SPENCER INTERMEDIATE CORP.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**SPENCER N. ENTERPRISES, INC.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**AGENT:**

**GOLDMAN SACHS PRIVATE MIDDLE MARKET  
CREDIT LLC**

By: 

Name: Brendan McGovern

Title: Authorized Signatory

**SCHEDULE A  
TO  
U.S. PATENT SECURITY AGREEMENT**

UNITED STATES REGISTERED PATENTS

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Publication / Registration No.</b>	<b>Publication / Registration Date</b>	<b>Owner/ Applicant</b>
KNIT FORM-FIT SLIPCOVER FOR A RECLINER	12206019	9/8/08	7959227	6/14/11	Sure Fit, Inc.
SEMI-CUSTOM FIT SLIPCOVER	12142464	6/19/08	7857384	12/28/10	Sure Fit, Inc.
THREE-PIECE KNIT FORM-FIT SLIPCOVER	12205609	9/5/08	7780232	8/24/10	Sure Fit, Inc.
ADJUSTABLE SLIP COVER FOR SOFAS	10892700	7/15/04	7637567	12/29/09	Sure Fit, Inc.
SEMI-CUSTOM FIT SLIPCOVER	11245791	10/6/05	7472954	1/6/09	Sure Fit, Inc.
KNIT FORM-FIT SLIPCOVER	11285916	11/23/05	7422281	9/9/08	Sure Fit, Inc.
BANQUET CHAIR COVER	29293803	12/11/07	D575976	9/2/08	Sure Fit, Inc.
REVERSIBLE SLIPCOVER	11341796	1/26/06	7360834	4/22/08	Sure Fit Inc.
UNITARY SLIPCOVER WITH STRAIGHT FRONT SKIRT	09206572	12/7/98	6116685	9/12/00	Sure Fit, Inc.
COVER WITH VERTICALLY STRETCHABLE SIDE PANELS AND HORIZONTALLY STRETCHABLE CORNER PANELS	14484889	9/12/14	20160073798	3/17/16	Sure Fit, Inc.



<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Publication / Registration No.</b>	<b>Publication / Registration Date</b>	<b>Owner/ Applicant</b>
COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	15138762	4/26/16			Sure Fit, Inc.
COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER AND METHOD OF USING SAME	15063981	3/8/16			Sure Fit, Inc.
PET THROW	29501699	9/8/14	D748920 S	2016-02-09	Sure Fit, Inc.
ADJUSTABLE CURTAIN ROD ASSEMBLY	13462332	5/2/12	8991625	3/31/15	Focus Products Group International, LLC
COMBINED CLOTHESLINE AND PAIR OF MOUNTING BRACKETS FOR A SHOWER CURTAIN ROD	29449459	3/15/13	D722488	2/17/15	Focus Products Group International, LLC
ADJUSTABLE CURTAIN ROD	13490361	6/6/12	8505749	8/13/13	Focus Products Group International, LLC
ADJUSTABLE CURTAIN ROD	12536110	8/5/09	8215501	7/10/12	Focus Products Group International, LLC
SHOWER ROD BRACKET	29302729	1/23/08	D590698	4/21/09	Focus Products Group International, LLC

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Publication / Registration No.</b>	<b>Publication / Registration Date</b>	<b>Owner/ Applicant</b>
SHOWER CURTAIN BAR	11216286	8/31/05	7512997	4/7/09	Focus Products Group International, LLC
SHOWER ROD BRACKET	29249411	10/5/06	D567637	4/29/08	Focus Products Group International, LLC
SHOWER ROD BRACKET	29295996	10/11/07	D565395	4/1/08	Focus Products Group International, LLC
SHOWER ROD BRACKET	29248598	8/23/06	D557590	12/18/07	Focus Products Group International, LLC
CURVED SHOWER ROD BRACKET	29254730	2/28/06	D552455	10/9/07	Focus Products Group International, LLC
GRAB BAR FOR SHOWER AND THE LIKE	10874061	6/22/04	7124451	10/24/06	Focus Products Group International, LLC
SHOWER CURTAIN ROD	29204011	4/23/04	D498663	11/23/04	Focus Products Group International, LLC
SHOWER CURTAIN HOOK	29185114	6/23/03	D489249	5/4/04	Focus Products Group International, LLC
SHOWER ENCLOSURE SYSTEM	09452775	12/2/99	6263523	7/24/01	Focus Products Group International, LLC

# UNITED STATES PATENT APPLICATIONS

Owner	Description	Application No.	Application Date
Sure Fit Inc.	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	15138762	4/26/16
Sure Fit Inc.	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER AND METHOD OF USING SAME	15063981	3/8/16
Focus Products Group International, LLC	EZ ON RING	Pending	5/18/17

## CANADIAN REGISTERED PATENTS

None.

## CANADIAN PATENT APPLICATIONS

Owner	Country	Application Title	Status	Application Number	Filing Date	Patent Number	Grant Date
Sure Fit Inc.	Canada	COVER WITH VERTICALLY STRETCHABLE SIDE PANELS AND HORIZONTALLY STRETCHABLE CORNER PANELS	Application	2,960,651	2015-09-10		
Sure Fit Inc.	Canada	COLLAPSIBLE PET BED WITH REMOVABLY ATTACHABLE COVER	Application	2,959,653	2017-03-01		