

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4514334

<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>
RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.	07/21/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8672491
<b>Patent Number:</b>	7053144
<b>Patent Number:</b>	8684343
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)902-1061
<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>	
<b>Phone:</b>	312.577.8438
<b>Email:</b>	raquel.haleem@kattenlaw.com
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	337285-00082
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	07/21/2017
<b>Total Attachments: 5</b>	
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## **PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of July 21, 2017, is made by Rubbercraft Corporation of California, Ltd., a California corporation (the "Grantor"), in favor of Ares Capital Corporation ("ARCC"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Agents, Lenders and the L/C Issuers (as each term is defined in the Credit Agreement referred to below).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Sanders Industries Holdings, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and ARCC, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty Agreement dated as of the date hereof in favor of Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor has agreed, pursuant to that certain Security Agreement dated as of the date hereof in favor of Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a lien in substantially all of its assets in support of the full payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agents to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Agents, L/C Issuers and Lenders, and grants to Administrative Agent for the benefit of Agents, L/C Issuers and Lenders a Lien on and security interest in, all

of its right, title and interest in, to and under the following, to the extent the following constitutes Collateral (as defined in the Security Agreement) of Grantor (the "Patent Collateral"):

(a) all of its Patents providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those United States Patents and United States Patent applications referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Patent Collateral shall exclude any Intellectual Property (as defined in the Credit Agreement) if the grant of a Lien hereunder would result in the abandonment, impairment, invalidation or unenforceability of such Intellectual Property.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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 are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

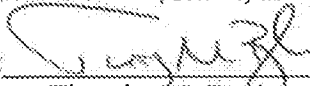
Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

**RUBBERCRAFT CORPORATION OF  
CALIFORNIA, LTD.,** as a Grantor

By: 

Name: Timothy M. Boyle

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By: 

Name: **Ian Fitzgerald**

Title: **Authorized Signatory**

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**REGISTERED PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Applic. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>
Eyeguard with automatic diaphragm	U.S.	13/198648 8/4/2011	8672491 3/18/2014
High density rubber compounds; flexible weight comprising body being formed of nature rubber and/or butadiene-styrene rubber, and a zinc oxide dispersion of given specific gravity; nontoxic; good alternative to metallic weights or metallic-filled rubbers currently used in sporting goods	U.S.	10/295357 11/15/2002	7053144 5/30/2006
Composite fabrication vent assembly and method	U.S.	13/344889 1/6/2012	8684343 4/1/2014