

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4488140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CONGOLEUM CORPORATION	06/29/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	100 PARK AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10017	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	14828618
	<b>Application Number:</b>	14946877
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>	614-280-3566	
<b>Email:</b>	james.murray@wolterskluwer.com	
<b>Correspondent Name:</b>	JAMES MURRAY	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY, SUITE 125	
<b>Address Line 2:</b>	CT CORPORATION	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	JOANNE BL ARNOLD	
<b>SIGNATURE:</b>	/Joanne BL Arnold/	
<b>DATE SIGNED:</b>	07/03/2017	
<b>Total Attachments: 8</b>		
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AMENDMENT NO. 2 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 2 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of June 29, 2017, by and between CONGOLEUM CORPORATION, a Delaware corporation ("Borrower") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into financing arrangements with Lender pursuant to which Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Amended and Restated Loan and Security Agreement, dated as of July 10, 2010, by and between Borrower and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, in connection with such financing arrangements, Borrower and Lender entered into that certain Patent Collateral Assignment and Security Agreement, dated as of July 1, 2010, and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on July 16, 2010 at Reel/Frame 0024697/0421, as amended by Amendment No. 1 to Patent Collateral Assignment and Security Agreement, dated as of March 8, 2013 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Borrower has, among other things, granted to Lender a security interest in all present and future Patents and Patent applications of Borrower, together with certain related assets, and has agreed to execute and deliver to Lender all agreements and documents as requested by Lender to evidence the security interests of Lender therein;

WHEREAS, Borrower has certain additional Patents and Patent applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Patent Security Agreement; and

WHEREAS, Borrower and Lender now wish to amend the Patent Security Agreement to include such additional Patents and Patent applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Interpretation. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent Security Agreement.

2. Amendments to Patent Security Agreement.

a. Without limiting any of the Collateral otherwise described in the Patent Security Agreement, Exhibit A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and Patent applications described in Exhibit A attached hereto (such Patents and Patent applications described on Exhibit A hereto being referred to herein as the "Additional Patents").

b. All references to the term "Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patents and the other assets described in Section 2 of this Amendment.

c. All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Lender set forth in Section 1 of the Patent Security Agreement or any other provisions thereof, Borrower hereby confirms, reaffirms and restates its prior grant to Lender, and hereby grants to Lender, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), a continuing security interest in and general lien upon, and hereby collaterally assigns and transfers to Lender the following: (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all of Borrower's interest in any patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those patents, applications, registrations and recordings described on Exhibit A to the Patent Security Agreement and Exhibit A hereto, and (b) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Patents or any licenses with respect thereto.

4. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patents and the other Collateral set forth in Section 2 of the Patent Security Agreement shall apply to the Additional Patents and other assets described in Section 2 of this Amendment.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof.


6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart

of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

By:   
Name: Chris O'Connor  
Title: CEO

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Steven Walfisch  
Title: Authorized Signatory

Amendment No. 2 to Patent Agreement

**PATENT**  
**REEL: 043075 FRAME: 0461**

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

CONGOLEUM CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

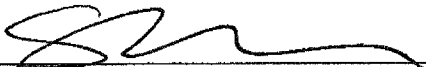
By:  \_\_\_\_\_  
Name: Steven Walfisch  
Title: Authorized Signatory

EXHIBIT A  
TO  
AMENDMENT NO. 2 TO  
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
LIST OF ADDITIONAL PATENTS AND ADDITIONAL PATENT APPLICATIONS

[SEE ATTACHED]



**PATENTS AND PATENT APPLICATIONS**

Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Priority Number	Title	Inventor 1	Comment
1323MX	MEXICO	Pending	MX/a/2009/013861	27-Aug-04	289051	5-Aug-11	27-Aug-24	PA/a/2004/008367	Azulejo Resiliente Para Piso Y Metodo De Fabricacion Del Mismo	Risi Oshilaja	
1338	USA	Pending	14/828,618	8-Aug-15					Resilient Articles and Methods of Manufacture Thereof	Richard C. MacQueen	Response to first office action filed
1340	USA	Pending	14/946,877	20-Nov-15					Underlayment Articles, Compositions, and Method of Manufacture Thereof	Kurt J. Denman	Response to first office action to be filed