

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4492086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
BROCK USA, LLC	07/07/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	JSP SPECIALTY FOAMS, LLC
<b>Street Address:</b>	1285 DRUMMERS LANE, SUITE 301
<b>City:</b>	WAYNE
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Name:</b>	JSP INTERNATIONAL LLC
<b>Street Address:</b>	1285 DRUMMERS LANE, SUITE 301
<b>City:</b>	WAYNE
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087

**PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	8967905
Patent Number:	9567714
Patent Number:	9394651
Application Number:	29543515
Application Number:	15157528
Patent Number:	9631326
Application Number:	15336270
Application Number:	15372056
Application Number:	62434851
Application Number:	15432062
Application Number:	15496536

**CORRESPONDENCE DATA**

**Fax Number:** (313)961-0388

*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.*

**PATENT**

**Phone:** 3139610200  
**Email:** jharmon@kerr-russell.com  
**Correspondent Name:** KEVIN T. BLOCK  
**Address Line 1:** 500 WOODWARD AVE STE 2500  
**Address Line 4:** DETROIT, MICHIGAN 48226

<b>ATTORNEY DOCKET NUMBER:</b>	P56136
<b>NAME OF SUBMITTER:</b>	KEVIN T. BLOCK
<b>SIGNATURE:</b>	/Kevin T. Block/
<b>DATE SIGNED:</b>	07/06/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 6**  
source=D1173332#page1.tif  
source=D1173332#page2.tif  
source=D1173332#page3.tif  
source=D1173332#page4.tif  
source=D1173333#page1.tif  
source=D1173333#page2.tif

ASSIGNMENT OF SECURITY INTEREST

IN

PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS (the "Assignment") made and entered into this \_\_\_ day of July, 2014, by and between BROCK USA, LLC, a Colorado limited liability company (the "Assignor") with offices at 2840 Wilderness Place, Boulder, CO 80301 U.S.A. -- and -- JSP SPECIALTY FOAMS, LLC, a Delaware limited liability company formerly known as JSP International Specialty Foams, LLC (the "Assignee") with offices at 1285 Drummers Lane, Suite 301, Wayne, PA 19087 U.S.A.:

RECITALS

WHEREAS, Assignor is the owner of certain patents and patent applications including those described in Schedule A; and

WHEREAS, Assignor has, in connection with a certain Security Agreement dated March 20, 2007, as amended, and particularly as provided in Amendment No. 5 to Security Agreement dated as of January 1, 2014 (the "Security Agreement") granted the Assignee a security interest in and to the patents described in Schedule A, as well as future patent applications filed by Assignor and patents granted to Assignor related, in whole or part, to Assignor's molded bead products or glued bead products (collectively, the "Patents");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which it hereby acknowledges, Assignor does hereby assign to Assignee, a valid first lien and security interest in and to the Patents, together with all inventions disclosed or claimed therein, and in and to any and all conversions, continuations, confirmations-in-part, divisions, re-issues, reexaminations, extensions and foreign counterparts thereof, to secure Assignor's performance of its obligations arising under the Security Agreement, as the same may be modified, renewed or extended as provided therein.

Assignor authorizes Assignee to file this Assignment of Security Interest in Patents and Patent Applications with the United States Patent & Trademark Office and any similar office or body with jurisdiction over one or more of the Patents.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed on this \_\_\_ day of July, 2014.

BROCK USA, LLC

By: 

Name: Richard Runkles

Title: President

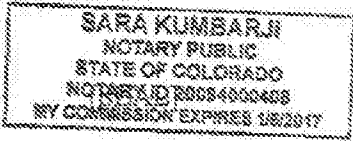
1

State of Colorado )  
County of Boulder ) SS:

On this date, the person executing the within document, who acknowledged himself/herself to be the President of BROCK USA, LLC with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn before me this 7<sup>th</sup> day of July, 2014.

Sara Kumbhar  
Notary Public



My commission expires: 1-6-17

ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the Patents as aforesaid.

JSP SPECIALTY FOAMS, LLC

By: R C Alloway  
Name: Richard C. Alloway  
Title: President

Schedule A

COUNTRY	TITLE	APPLICATION NO./PATENT NO.
US	COMPOSITE MATERIALS FROM FOAM BEADS	7,662,468
US	FOAM BEAD PANEL WITH ENGINEERED SURFACES AND DRAIN HOLES	8,236,392
US	MULTI-LAYERED SPORTS PLAYING FIELD WITH A WATER DRAINING, PADDING LAYER	7,244,477
US	SPORTS FIELD FUSED BEADS PADDING LAYER	7,645,501
EM	F-SERIES UNDERLAYMENT EP DESIGN REGISTRATIONS	001079214-0001 through 001079214-0008
US	F-SERIES UNDERLAYMENT EP DESIGN REGISTRATION	D637,318
EP	UNDERLAYMENT SUPPORT FOR PAVING BRICKS	10734609.0
US	UNDERLAYMENT SUPPORT FOR PAVING BRICKS	8,662,787
US	COMPOSITE MATERIAL	12/702,357
CA	PLAYGROUND UNDERLAYMENT HAVING IMPACT ABSORBING STRUCTURE	2788637
EP	PLAYGROUND UNDERLAYMENT HAVING IMPACT ABSORBING STRUCTURE	11742846.6
KR	PLAYGROUND UNDERLAYMENT HAVING IMPACT ABSORBING STRUCTURE	7023702/2012
US	PLAYGROUND UNDERLAYMENT HAVING IMPACT ABSORBING STRUCTURE	8,353,640
EP	BASE FOR TURF SYSTEM	10195632.4
EP	BASE FOR TURF SYSTEM	10195633.2
US	PAVER BASE UNDERLAYMENT	D645,169
US	UNDERLAYMENT BASE FOR TURF SYSTEM	8,568,840

US	TURF UNDERLAYMENT LONGITUDINAL DRAINAGE SLOT AT JOINT	8,597,754
US	TURF UNDERLAYMENT CRUSH RIBS ACCOMMODATING? THERMAL EXPANSION	8,603,601
US	TURF UNDERLAYMENT GRADIENT DEFORMATION OF CONES	13/711,689
US	LOAD SUPPORTING PANEL HAVING IMPACT ABSORBING STRUCTURE	8,668,403
US	UNDERLAYMENT PANEL HAVING DRAINAGE CHANNELS	14/204,700
US	STRUCTURAL UNDERLAYMENT SUPPORT SYSTEM FOR USE WITH PAVING AND FLOOR ELEMENTS	14/246,171



www.jsp.com

JSP International Group Ltd.  
1285 Drummers Lane  
Suite 301  
Wayne PA 19087  
Tel: +1 610 651 8600  
Fax: +1 610 651 8601

June \_\_\_\_\_, 2017

Richard Runkles, President  
Brock USA LLC  
2840 Wilderness Place  
Boulder, CO 80301

Dear Richard:

### BACKGROUND STATEMENTS

- A. Brock USA LLC ("Brock") entered into a certain Patent Rights, Trade Secret and Technical Information License Agreement with JSP Specialty Foams LLC ("JSP Foams") dated October 25, 2002, as amended (such agreement together with all amendments, modifications, purchase orders and other related agreements collectively the "License Agreement").
- B. Brock entered into a certain Exclusive Supply Agreement with JSP International LLC, ("JSP International") dated January 1, 2012, as amended (such agreement together with all amendments, modifications, purchase orders and other related agreements collectively the "Supply Agreement").
- C. In connection with the License Agreement, Brock executed and delivered a certain Security Agreement dated March 20, 2007, as amended in favor of JSP Foams ("Security Agreement") under which Brock granted an "all asset" security interest in favor of JSP Foams.
- D. Pursuant to a certain Amendment No. 5 to Security Agreement dated January 1, 2014, Brock intended to also grant JSP International an "all asset" security interest (excluding bank deposits and patent rights that do not relate, in whole or part, to Brock's molded bead products or glued bead products) to secure the obligations owing under the Supply Agreement, however, the documentation did not properly identify the parties.
- E. Brock has requested that JSP International and JSP Foams execute and deliver a certain Intercreditor Agreement with Mid-First Bank dated on or about the date hereof (the "Intercreditor Agreement"), under which, among other things, JSP Foams and JSP International, on the one hand, and Mid-First Bank on the other hand, would establish priority of their respective security interests in the assets of Brock.

NOW THEREFORE, the parties agree as follows:

1. Brock acknowledges and agrees that the grant of security under the Security Agreement is in favor of both JSP International and JSP Foams, and for the purposes of the Security Agreement, the term "Secured Party" shall mean both JSP Foams and JSP International and all UCC Financing Statements, assignments of security interest in patent and patent applications, assignment of security interest in trademarks and application to register trademarks, together with any other filings to evidence a grant of security by Brock in favor of the Secured Party (both JSP Foams and JSP International) may be amended to identify both JSP Foams and JSP International as the Secured Party. The parties acknowledge and agree that nothing contained in



www.jsp.com

JSP International LLC  
1288 Drummers Lane  
Suite 301  
Wayne PA 19087  
Tel: +1 610 651 8600  
Fax: +1 610 651 8601

this letter agreement shall expand the scope of the Collateral or Additional Collateral (each as defined in the Security Agreement) contemplated by the Security Agreement.

2. Brock acknowledges and agrees that a default or event of default under the MFB Credit Documents (as such term is defined in the Intracreditor Agreement) shall constitute a default and event of default under the Security Agreement.
3. Except to the extent expressly modified in this letter agreement, all terms and conditions of the License Agreement, Supply Agreement and Security Agreement shall remain in full force and effect.
4. This letter agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this letter agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile, pdf, or other electronic signature of any party shall be considered to have the same binding legal effect as an original signature and shall be immediately binding upon each party.

Sincerely,

JSP SPECIALTY FOAMS LLC

By: Richard C. Almy  
 Name: Richard C. Almy  
 Title: President

JSP INTERNATIONAL LLC

By: Richard C. Almy  
 Name: Richard C. Almy  
 Title: President

ACKNOWLEDGED AND AGREED:

BROCK USA LLC

By: Richard Runkles  
 Name: Richard Runkles  
 Title: President