

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4534278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SOUTHERN IMPERIAL LLC	08/03/2017

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 104

Property Type	Number
Patent Number:	6145231
Patent Number:	9629480
Patent Number:	6029827
Patent Number:	6378828
Patent Number:	6423168
Patent Number:	6519885
Patent Number:	6568113
Patent Number:	6582544
Patent Number:	6581314
Patent Number:	6615524
Patent Number:	6622979
Patent Number:	6722619
Patent Number:	6971201
Patent Number:	7104094
Patent Number:	7114277
Patent Number:	7155853
Patent Number:	7197902
Patent Number:	7219459
Patent Number:	7278617
Patent Number:	7316089

PATENT

Property Type	Number
Patent Number:	7699286
Patent Number:	7726531
Patent Number:	7726057
Patent Number:	7743931
Patent Number:	7926668
Patent Number:	8002441
Patent Number:	8016128
Patent Number:	8069994
Patent Number:	8152005
Patent Number:	8328027
Patent Number:	8439208
Patent Number:	8443988
Patent Number:	8499941
Patent Number:	8534469
Patent Number:	8556092
Patent Number:	8604927
Patent Number:	8629772
Patent Number:	8720702
Patent Number:	8739980
Patent Number:	8803687
Patent Number:	8800811
Patent Number:	8800946
Patent Number:	8807353
Patent Number:	8875427
Patent Number:	8884761
Patent Number:	8893901
Patent Number:	8978902
Patent Number:	9016212
Patent Number:	9129494
Patent Number:	9138078
Patent Number:	9241583
Patent Number:	9254049
Patent Number:	9318007
Patent Number:	9318008
Patent Number:	9320367
Patent Number:	9324220
Patent Number:	9392884
Patent Number:	9486090

Property Type	Number
Patent Number:	9537275
Patent Number:	D469343
Patent Number:	D470395
Patent Number:	D470397
Patent Number:	D470535
Patent Number:	D470893
Patent Number:	D471431
Patent Number:	D472278
Patent Number:	D472331
Patent Number:	D475753
Patent Number:	D476375
Patent Number:	D480231
Patent Number:	D480434
Patent Number:	D485582
Patent Number:	D502388
Patent Number:	D514166
Patent Number:	D568728
Patent Number:	D582190
Patent Number:	D587947
Patent Number:	D592491
Patent Number:	D594229
Patent Number:	D594230
Patent Number:	D601411
Patent Number:	D609954
Patent Number:	D622080
Patent Number:	D651962
Patent Number:	D651963
Patent Number:	D656884
Patent Number:	D668134
Patent Number:	D679172
Patent Number:	D692499
Patent Number:	D723845
Patent Number:	D728257
Patent Number:	D733538
Patent Number:	D738248
Patent Number:	D762174
Patent Number:	D774468
Application Number:	15176740

Property Type	Number
Application Number:	13591040
Application Number:	13345284
Application Number:	12718737
Application Number:	14826882
Application Number:	29544179
Application Number:	29579385
Application Number:	62449465
Application Number:	62442741

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 312.577.8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00390
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/03/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 3, 2017, is made by Southern Imperial LLC, a Delaware limited liability company, (the "Grantor"), in favor of Antares Capital LP, as successor to General Electric Capital Corporation ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (successor by merger to FFR DSI Acquisition Corp.), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP, as successor to General Electric Capital Corporation, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 11, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Initial Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

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

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, the U.S. Patents 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, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. 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 6. 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.

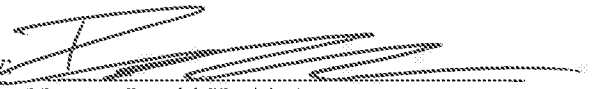
[SIGNATURE PAGES FOLLOW]

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,

SOUTHERN IMPERIAL LLC,
as Grantor

By: FASTENERS FOR RETAIL, INC.,
its sole member

By: 
Name: David Haddad
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: *Ashley Medio*
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations and Applications

1. REGISTERED PATENTS

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Marketing Displays Providing Ready Replaceability of Adhesive Display Labels	08/940,859 9/29/1997	6145231 11/14/2000	Southern Imperial, Inc.
Merchandise pusher tray with adjustable side barriers	14/795,988 07/10/2015	9629480 4/25/2017	Southern Imperial, Inc.
Molded plastic display hanger with projecting tooth	08/359,407 12/20/1994	6029827 2/29/2000	Southern Imperial, Inc.
Crossbar bracket	09/570,662 05/15/2000	6378828 4/30/2002	Southern Imperial, Inc.
Scanning hook overlays and method of manufacture of same	09/224,986 01/04/1999	6423168 7/23/2002	Southern Imperial, Inc.
Marketing displays providing ready replaceability of adhesive display labels	09/544,906 04/07/2000	6519885 2/18/2003	Southern Imperial, Inc.
Label channel with top- hinged front panel	09/473,661 12/29/1999	6568113 5/27/2003	Southern Imperial, Inc.
Scanning hook overlays and method of manufacture of same	10/144,486 05/13/2002	6582544 6/24/2003	Southern Imperial, Inc.
Label holder with selectively attachable sign holder	09/872,115 06/01/2001	6581314 6/24/2003	Southern Imperial, Inc.
Scanning hook overlays and method of manufacture of same: With a release agent on the label attachment tab	10/144,479 05/13/2002	6615524 9/9/2003	Southern Imperial, Inc.
Stem and scan locking hooks	09/820,431 03/29/2001	6622979 9/23/2003	Southern Imperial, Inc.
Space-saving display hook back for pegboard	10/025,254 12/18/2001	6722619 4/20/2004	Southern Imperial, Inc.
Curved back label holder for a shelf	10/458,291 06/10/2003	6971201 12/6/2005	Southern Imperial, Inc.

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Merchandise lock bar system and method	10/663,601 09/16/2003	7104094 9/12/2006	Southern Imperial, Inc.
Sign holder	10/864,654 06/09/2004	7114277 10/3/2006	Southern Imperial, Inc.
Merchandise labels for merchandiser units and method and labeling system using same	10/689,283 10/20/2003	7155853 1/2/2007	Southern Imperial, Inc.
Display lock system	11/287,724 11/28/2005	7197902 4/3/2007	Southern Imperial, Inc.
Strip retailer and sign holder	10/859,382 06/02/2004	7219459 5/22/2007	Southern Imperial, Inc.
Display hook and assembly having reduced drag	10/390,444 03/17/2003	7278617 10/9/2007	Southern Imperial, Inc.
Clip-on price channel	10/962,788 10/12/2004	7316089 1/8/2008	Southern Imperial, Inc.
Label holder for a shelf price channel	10/743,215 12/22/2003	7699286 4/20/2010	Southern Imperial, Inc.
Gondola pegboard covering system	11/436,365 05/18/2006	7726531 6/1/2010	Southern Imperial, Inc.
Roll formed channel for electronic price label units	11/748,830 05/15/2007	7726057 6/1/2010	Southern Imperial, Inc.
Inventory display lock system	11/288,916 11/29/2005	7743931 6/29/2010	Southern Imperial, Inc.
Trackless retail pusher system	11/436,366 05/18/2006	7926668 4/19/2011	Southern Imperial, Inc.
Adjustable arm gondola lighting system	12/247,322 10/08/2008	8002441 8/23/2011	Southern Imperial, Inc.
Wheeled pusher system	12/174,157 07/16/2008	8016128 9/13/2011	Southern Imperial, Inc.
Trackless retail pusher system	13/052,534 03/21/2011	8069994 12/6/2011	Southern Imperial, Inc.
Over wire hook latching bin or tray	12/195,464 08/21/2008	8152005 4/10/2012	Southern Imperial, Inc.
Self contained retail pusher	12/369,120 02/11/2009	8328027 12/11/2012	Southern Imperial, Inc.
Retail merchandise hook	13/545,132 07/10/2012	8439208 5/14/2013	Southern Imperial, Inc.
Alarm sounding retail display system	12/717,277 03/04/2010	8443988 5/21/2013	Southern Imperial, Inc.

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Gravity-fed retail display hook	13/152,370 06/03/2011	8499941 8/6/2013	Southern Imperial, Inc.
Inventory display lock	13/286,361 11/01/2011	8534469 9/17/2013	Southern Imperial, Inc.
Stand alone divider for shelving	13/184,893 07/18/2011	8556092 10/15/2013	Southern Imperial, Inc.
Retractable merchandise security tether with alarm	13/081,695 04/07/2011	8604927 12/10/2013	Southern Imperial, Inc.
Signal emitting retail device	13/312,699 12/06/2011	8629772 1/14/2014	Southern Imperial, Inc.
Merchandise pusher tray with adjustable side barriers	13/288,058 11/03/2011	8720702 5/13/2014	Southern Imperial, Inc.
Pusher hook with limited stroke	13/179,322 07/08/2011	8739980 6/3/2014	Southern Imperial, Inc.
Retail system signal receiver unit for recognizing a preset audible alarm tone	13/312,644 12/06/2011	8803687 8/12/2014	Southern Imperial, Inc.
Product dispensing system	13/042,270 03/07/2011	8800811 8/12/2014	Southern Imperial, Inc.
Retail merchandise display clip	13/692,354 12/03/2012	8800946 8/12/2014	Southern Imperial, Inc.
Over wire hook latching bin or tray	13/429,650 03/26/2012	8807353 8/19/2014	Southern Imperial, Inc.
Rail including magnetic strip	13/435,800 03/30/2012	8875427 11/4/2014	Southern Imperial, Inc.
Theft detection device and method for controlling	13/591,023 08/21/2012	8884761 11/11/2014	Southern Imperial, Inc.
Merchandise pusher tray with adjustable side barriers	14/204,744 03/11/2014	8893901 11/25/2014	Southern Imperial, Inc.
Folded slatwall inserts	13/494,483 06/12/2012	8978902 3/17/2015	Southern Imperial, Inc.
Pallet skirt wrap	13/453,471 04/23/2012	9016212 4/28/2015	Southern Imperial, Inc.
Alarming pusher system	13/713,886 12/13/2012	9129494 9/8/2015	Southern Imperial, Inc.
Retail merchandise hanger with mounting clip	12/424,254 04/15/2009	9138078 9/22/2015	Southern Imperial, Inc.

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Pusher assembly for products having circular packaging	14/210,708 03/14/2014	9241583 1/26/2016	Southern Imperial, Inc.
Anti-sweeping tray	13/826,140 03/14/2013	9254049 2/9/2016	Southern Imperial, Inc.
Signal emitting retail device	14/081,538 11/15/2013	9318007 4/19/2016	Southern Imperial, Inc.
Signal emitting retail device	14/215,575 03/17/2014	9318008 4/19/2016	Southern Imperial, Inc.
Snap-in pusher	14/190,500 02/26/2014	9320367 4/26/2016	Southern Imperial, Inc.
Theft detection device and method for controlling same	14/205,611 03/12/2014	9324220 4/26/2016	Southern Imperial, Inc.
Tilted pusher tray	14/152,619 01/10/2014	9392884 7/19/2016	Southern Imperial, Inc.
Retail shelf	14/184,393 02/19/2014	9486090 11/8/2016	Southern Imperial, Inc.
Electrified bus bar and bus bar system for retail merchandise displays	14/512,887 10/13/2014	9537275 1/3/2017	Southern Imperial, Inc.
Three-prong back with positioning prong	29/162,485 06/17/2002	D469343 1/28/2003	Southern Imperial, Inc.
Four-pronged display hook back for slatwall	29/153,125 10/29/2001	D470395 2/18/2003	► Inventors
Mounting back	29/163,584 07/08/2002	D470397 2/18/2003	Southern Imperial, Inc.
Gripping label holder	29/162,487 06/17/2002	D470535 2/18/2003	Southern Imperial, Inc.
Hinged gripping label holder	29/162,468 06/17/2002	D470893 2/25/2003	Southern Imperial, Inc.
Display hook back for pegboard	29/153,126 10/29/2001	D471431 3/11/2003	Southern Imperial, Inc.
Side insert label holder	29/161,099 05/22/2002	D472278 3/25/2003	Southern Imperial, Inc.
Telescoping divider	29/164,086 07/18/2002	D472331 3/25/2003	Southern Imperial, Inc.
Top insert label holder	29/161,092 05/22/2002	D475753 6/10/2003	Southern Imperial, Inc.
Combination label holder	29/161,094 05/22/2002	D476375 6/24/2003	Southern Imperial, Inc.
Shelf pusher system	29/160,273 05/07/2002	D480231 10/7/2003	Southern Imperial, Inc.

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Flat-faced shelf label holder	29/174,755 01/23/2003	D480434 10/7/2003	Southern Imperial, Inc.
Hinged label holder with channel	29/163,480 07/03/2002	D485582 1/20/2004	Southern Imperial, Inc.
Bent wire mount	29/174,753	D502388 3/1/2005	Southern Imperial, Inc.
Hinged label holder	29/214,968 10/12/2004	D514166 1/31/2006	Southern Imperial, Inc.
Display hanger	29/297,126 11/05/2007	D568728 5/13/2008	Southern Imperial, Inc.
Slotwall receptacle	29/303,680 02/14/2008	D582190 12/9/2008	Southern Imperial, Inc.
Pegboard receptacle	29/303,683 02/14/2008	D587947 3/10/2009	Southern Imperial, Inc.
Tri-slot back	29/302,518 01/18/2008	D592491 5/19/2009	Southern Imperial, Inc.
Bin for over wire mounting	29/323,221 08/21/2008	D594229 6/16/2009	Southern Imperial, Inc.
Tray over wire mounting	29/323,225 08/21/2008	D594230 6/16/2009	Southern Imperial, Inc.
Hinge clip for retail signage	29/330,648 01/12/2009	D601411 10/6/2009	Southern Imperial, Inc.
Pegboard adapter with corner clearance and adjustment rib	29/338,036 06/03/2009	D609954 2/16/2010	Southern Imperial, Inc.
Grid adapter for merchandise bins	29/336,976 05/13/2009	D622080 8/24/2010	Southern Imperial, Inc.
Gondola upright mounting device	29/387,012 03/08/2011	D651962 1/10/2012	Southern Imperial, Inc.
Gondola upright mounting device	29/387,019 03/08/2011	D651963 1/10/2012	Southern Imperial, Inc.
Gondola upright mounting device	29/387,016 03/08/2011	D656884 4/3/2012	Southern Imperial, Inc.
Gravity-fed retail display hook	29/393,362 06/03/2011	D668134 10/2/2012	Southern Imperial, Inc.
Three-way mounting bracket for retail fixtures	29/393,972 06/10/2011	D679172 4/2/2013	Southern Imperial, Inc.
Label holder	29/444,076 01/25/2013	D692499 10/29/2013	Southern Imperial, Inc.
Retail merchandise display strip	29/461,898 07/29/2013	D723845 3/10/2015	Southern Imperial, Inc.

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
Stackable retail merchandise container	29/479,828 01/21/2014	D728257 5/5/2015	Southern Imperial, Inc.
Mount for an adjustable retail merchandise hook	29/467,316 09/18/2013	D733538 7/7/2015	Southern Imperial, Inc.
Adhesive pad for retail sensor	29/448,449 03/12/2013	D738248 9/8/2015	Southern Imperial, Inc.
Retail display component	29/506,107 10/13/2014	D762174 7/26/2016	Southern Imperial, Inc.
Retail display cable	29/534,488 07/29/2015	D774468 12/20/2016	Southern Imperial, Inc.

** To be assigned on the Closing Date to Southern Imperial LLC.

2. PATENT APPLICATIONS

Title	Application No./ Filing Date	Current Owner of Record
Security device with reusable base member	15/176,740 06/08/2016	Southern Imperial, Inc.
Theft detection system	13/591,040 08/21/2012	Southern Imperial, Inc.
System and method for integrated product protection	13/345,284 01/06/2012	Southern Imperial, Inc.
Retail display system with integrated security and inventory management	12/718,737 03/05/2010	Southern Imperial, Inc.
Gravity Feed Tray	14/826,882 8/14/2015	Southern Imperial, Inc.
Label Holder	29/544,179 10/30/2015	Southern Imperial, Inc.
Locking Peg Board Back	29/579,385 9/29/2016	Southern Imperial, Inc.
Retail Merchandise Hook with Radio Transmission (recently filed provisional)	62/449,465 1/23/2017	Southern Imperial, Inc.
Retail Merchandise Tray and Display incorporating Same (recently filed provisional)	62/442,741 1/5/2017	Southern Imperial, Inc.

** To be assigned on the Closing Date to Southern Imperial LLC.