

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4535352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TRANSCENDIA, INC.	05/30/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	4900 TIEDEMAN RD., OH-01-49-0114
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44144
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	09011629
Application Number:	09804114
Application Number:	09966657
Application Number:	09772063
Application Number:	09572261
Application Number:	09605496
Application Number:	10251356
Application Number:	10043619
Application Number:	13030696
Application Number:	11790972
Application Number:	11399847
Application Number:	12818905
Application Number:	13658121
Application Number:	12064278
Application Number:	14502548
Application Number:	12306994
Application Number:	14466064
Application Number:	10091702
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (213)891-8763

***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.***

**Email:** rhonda.deleon@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 355 SOUTH GRAND AVENUE

**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	049646-0395
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<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
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<b>SIGNATURE:</b>	/Rhonda DeLeon/
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<b>DATE SIGNED:</b>	08/03/2017
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**Total Attachments: 9**

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**SECOND LIEN PATENT SECURITY AGREEMENT**

**Second Lien Patent Security Agreement**, dated as of May 30, 2017 by TRANSCENDIA, INC., an Illinois corporation (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

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

WHEREAS, Grantor is party to a Second Lien Security Agreement dated as of May 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor:

- (a) all issued Patents and pending applications for Patents, in any worldwide jurisdiction, of each Grantor (now owned or hereafter acquired), including those listed on Schedule I attached hereto;
- (b) income, fees, royalties, damages, claims and payments then or thereafter due and/or payable to Grantor with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and
- (c) rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor,

execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this Second Lien Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Second Lien Patent Security Agreement will affect the right of any party to this Second Lien Patent Security Agreement to serve process in any other manner permitted by Law.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement, dated as of May 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Everest Intermediate Holdings, Inc., Everest Merger Sub, Inc., and following the consummation of the Acquisition, Transcendia Holdings, Inc., KeyBank National Association, as First Lien Credit Agreement Collateral Agent and Second Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow.]

TRANSCENDIA, INC., as Grantor

By: 


Name: Anthony Powell

Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 043443 FRAME: 0433**

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Ari Deutschman  
Title: SVP

**Schedule I**  
**Patents and Patent Applications**

Issued Patents:

United States Patents

<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
US	Clear Monolayer Label Filmstock	2/12/1998	09/011629	1/4/2000	6,010,783	Transcendia, Inc.
US	Polyolefin/copolyamide Rf active adhesive film	3/12/2001	09/804114	9/17/2002	6,451,912	Transcendia, Inc.
US	Structures containing a non-oriented multilayer film with a polyolefin core	9/29/2001	09/966657	12/16/2003	6,663,974	Transcendia, Inc.
US	Composite protective coating for metal surfaces	1/29/2001	09/772063	9/9/2003	6,617,019	Transcendia, Inc.
US	Flexible, halogen-free, radio-frequency sealable films	5/17/2000	09/572261	5/6/2003	6,558,809	Transcendia, Inc.
US	Essentially amorphous, non-chlorinated polymeric barrier films and method of using such films	6/28/2000	09/605496	9/24/2002	6,455,161	Transcendia, Inc.
US	Multilayer films with quiet film layer having noise dampening properties	9/20/2002	10/251356	9/16/2003	6,620,474	Transcendia, Inc.
US	Low-gloss biaxially oriented films comprising vinyl aromatic polymers and substantially non-spherical rubber particles	1/10/2002	10/043619	6/17/2003	6,579,946	Transcendia, Inc.
US	One-way vision display panels with retention layer	2/18/2011	13/030,696	7/3/2012	8,211,527	Transilwrap Company, Inc.
US	One-way vision display panels with retention layer	4/30/2007	11/790972	3/1/2011	7,897,230	Transilwrap Company, Inc.
US	Low-cost tough decorative printable film products having holographic-type images	4/6/2006	11/399,847	7/27/2010	7,763,190	Transcendia, Inc.
US	Low-cost tough decorative printable film products having holographic-type images	6/18/2010	12/818,905	12/4/2012	8,323,777	Transcendia, Inc.
US	Low-cost tough decorative printable film products having holographic-type images	10/23/2012	13/658,121	3/11/2014	8,668,979	Transcendia, Inc.

<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
US	Intrusion resistant thermal laminating film	6/5/2008	12/064,278	10/7/2014	8,852,738	Transcendia, Inc.
US	Intrusion resistant thermal laminating film	9/30/2014	14/502,548	12/29/2015	9,222,004	Transcendia, Inc.
US	Shrink Labels Of Oriented Polystyrene Film Containing Small Rubber Particles And Low Rubber Particle Gel Content And Block Copolymers	12/30/2008	12/306,994	11/2/2010	7,824,773	Transcendia, Inc.
US	Printable Overlamine for Attachment to a Substrate	8/22/2014	14/466,064	Pending		Transcendia, Inc.
US	Identification Card	3/6/2002	10/091,702	6/21/2005	6,908,527	Transilwrap Company, Inc.

### Foreign Patents

<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
AU	One-Way Vision Display Panels With Retention Layer	4/30/2008	AU2008248247 A	3/6/2014	AU2008248247	Clear Focus Imaging, Inc.
CN	One-Way Vision Display Panels With Retention Layer	4/30/2008	CA2685673A	1/27/2015	CA2685673C	Clear Focus Imaging, Inc.
DK	One-Way Vision Display Panels With Retention Layer	46T 4/30/2008	DK20087674	2/24/2014	DK2155503T3	Clear Focus Imaging, Inc.
DE	Polyolefin/copoly amide RF active adhesive film	3/12/2001	1918600.6	12/1/2004	EP1285028	Transcendia, Inc.
AU	Essential amorphous, non-chlorinated polymeric barrier films and method of using such films	6/28/000	57793/00	10/7/2004	774358	Transcendia, Inc.
CN	Essential amorphous, non-chlorinated polymeric barrier films and method of using such films	6/28/2000	00809824.7	4/7/2007	809824.7	Transcendia, Inc.
DE	Tubular multilayer films, method and apparatus for preparing the same	6/28/2000	00943303.8	1/16/2008	60037812.8	Transcendia, Inc.
FR	Essential amorphous, non-chlorinated polymeric barrier films and method of using such films	6/28/2000	00943303.8	1/16/2008	1196482	Transcendia, Inc.



<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
IT	Essential amorphous, non-chlorinated polymeric barrier films and method of using such films	6/28/2000	00943303.8	1/16/2008	1196482	Transcendia, Inc.
JP	Essential amorphous, non-chlorinated polymeric barrier films and method of using such films	3/16/2011	2011-058223	10/11/2013	5385327	Transcendia, Inc.
AU	Window envelopes with optical character readable window film patches	6/16/2006	2006262478	10/4/2012	2006262478	Transcendia, Inc.
CN	Window envelopes with optical character readable window film patches	6/16/2006	200680022932.X	8/5/2012	200680022932.X	Transcendia, Inc.
DE	Window envelopes with optical character	6/16/2006	6785017.2	4/16/2014	602006041114.6	Transcendia, Inc.
ES	Window envelopes with optical character readable window film patches	6/16/2006	6785017.2	4/16/2014	1907290	Transcendia, Inc.
FR	Window envelopes with optical character readable window film patches	6/16/2006	6785017.2	4/16/2014	1907290	Transcendia, Inc.
IT	Window envelopes with optical character readable window film patches	6/16/2006	6785017.2	4/16/2014	1907290	Transcendia, Inc.
JP	Window envelopes with optical character readable window film patches	6/16/2006	2008-519357	3/8/2013	5215181	Transcendia, Inc.
FR	Shrink labels of oriented polystyrene film containing small rubber particles and low rubber particle gel content and block copolymers					Transcendia, Inc.
DE	Radio frequency sealable film, sealed film structure and method of making the same	1/30/2012	112010003197.0 0	Pending		Transcendia, Inc.
AT	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.

<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
BE	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
CH	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
CZ	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
DE	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
ES	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
FR	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
GB	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
IE	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
IT	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
NL	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.

<b>COUNTRY CODE</b>	<b>TITLE</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>GRANT NUMBER</b>	<b>REGISTERED OWNER</b>
PL	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
SE	One way vision display panel, methods of forming and applying the same	4/30/2008	2155503B1	Granted	2155503 B1	Transcendia, Inc.
CN	Shrink Labels Of Oriented Polystyrene Film Containing Small Rubber Particles And Low Rubber Particle Gel Content And Block Copolymers	4/27/2006	200680055447.2	10/3/2012	ZL200680055447.2	Transcendia, Inc.
DE	Shrink Labels Of Oriented Polystyrene Film Containing Small Rubber Particles And Low Rubber Particle Gel Content And Block Copolymers	7/27/2006	06800485.2	10/19/2011	EP2049592	Transcendia, Inc.
FR	Shrink Labels Of Oriented Polystyrene Film Containing Small Rubber Particles And Low Rubber Particle Gel Content And Block Copolymers	7/27/2006	06800485.2	10/19/2011	EP2049592	Transcendia, Inc.
EP	Lamination Product For Manufacture Of Identification Card	2/26/1991	91102855.3	9/20/1995	EP448975	Transilwrap Company, Inc.
JP	Storage Rack	9/24/1997	JP1997258779A	4/21/1998	JP10099142A	Transilwrap Co Inc.
JP	Storage Rack And Bracket For Storage Rack	10/9/1997	JP1997277684A	5/12/1998	JP10119492A	Transilwrap Co Inc.
ES	Panel De Pantalla De Visión Unidireccional, Métodos De Formación Y Aplicación Del Mismo	4/30/2008	ES2008767446T	4/2/2014	ES2452840T3	Clear Focus Imaging, Inc.