

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4589533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HIGHLAND METALS INC.	09/12/2017
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	150 S. WACKER DRIVE, SUITE 800
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7909602
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<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>	
Phone:	3125778265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-271
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/12/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 12, 2017, is between **HIGHLAND METALS INC.**, a Delaware corporation (the "Grantor"), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the U.S. Patent registrations and U.S. Patent applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each U.S. Patent registration and U.S. Patent application owned by Grantor, including, without limitation, the U.S. Patent registrations and U.S. Patent applications referred to in **Schedule 1** annexed hereto;
- (2) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (3) all Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Patents owned by Grantor including, without limitation, the Patents referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the

obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Patent Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

HIGHLAND METALS INC., a Delaware corporation

By: 

Name: Kevin McNulty

Title: President and Chief Executive Officer

Signature Page to Patent Security Agreement

PATENT
REEL: 043557 FRAME: 0813

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Signature Page to Patent Security Agreement

PATENT
REEL: 043557 FRAME: 0814

**Schedule 1
to
Patent Security Agreement**

PATENTS APPLICATIONS

None.

PATENTS REGISTRATIONS

Title	Owner	Patent Number	Registration Date
Orthodontic Chain Elastic	Highland Metals Inc.	7,909,602	3/22/2011