#### 504554102 09/19/2017

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4600811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
MASTER MOLDED PRODUCTS, LLC	09/15/2017
RIVER BEND INDUSTRIES, LLC	09/15/2017
HOSPITEC, LLC	09/15/2017

### **RECEIVING PARTY DATA**

Name:	THE HUNTINGTON NATIONAL BANK, AS AGENT		
Street Address:	801 WEST BIG BEAVER ROAD		
City:	TROY		
State/Country:	MICHIGAN		
Postal Code:	48084		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	
Patent Number:	8650735	
Patent Number:	8308406	
Application Number:	62420165	
Patent Number:	7350671	
Patent Number:	D528344	

#### CORRESPONDENCE DATA

Fax Number: (734)930-2494

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: 7349302488

Email: ipfilings@bodmanlaw.com

SUSAN M. KORNFIELD - BODMAN PLC **Correspondent Name:** 

Address Line 1: 201 SOUTH DIVISION, SUITE 400 Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	E OF SUBMITTER: SUSAN M. KORNFIELD	
SIGNATURE:	/Susan M. Kornfield/	
DATE SIGNED:	09/19/2017	

**Total Attachments: 6** 

**PATENT** REEL: 043627 FRAME: 0957



PATENT REEL: 043627 FRAME: 0958

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of September 15, 2017, is by and among the undersigned (individually each the "Debtor" and collectively the "<u>Debtors</u>") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("<u>Secured Party</u>").

#### WITNESSETH

- A. WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Quantum Plastics, LLC, Master Molded Products, LLC, River Bend Industries, LLC, Hospitec, LLC, Plasticos Promex USA, LLC and 3D Plastics, LLC (collectively, the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and
- B. WHEREAS, in connection with the Credit Agreement, the Debtors, among other parties, have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and
- C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders, a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:
- (a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any

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such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

- (b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation, (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.
- (c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in <u>clauses (a)</u> and <u>(b)</u>; and
- (d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in *Schedule 1.1* and all rights corresponding thereto throughout the world referred to in *Schedule 1.1* attached hereto, or for breach or enforcement of any Patent License.
- SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. The Administrative Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 9.10 of the Credit Agreement.

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SECTION 5. <u>Acknowledgment</u>. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Loan Documents</u>, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. <u>Counterparts</u>. This 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. A signature page hereto sent or delivered by facsimile or other electronic transmission (including by .pdf) shall be legally binding and enforceable as a manually signed original for all purposes.

[Signature page to follow.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

### **DEBTORS:**

MASTER MOLDED PRODUCTS, LLC

By: A Commercial Comme

RIVER BEND INDUSTRIES, LLC

By: 2206/C Name: David C. PMD Title: Adhorized Yepleschaful

HOSPITEC, LLC

Name: Dand V. Pare

Title: Aithorized Verrexitative

## SECURED PARTY:

THE HUNTINGTON NATIONAL BANK, as Administrative Agent

Name: David Beatty

, Title: Senior Vice President

# SCHEDULE 1.1

## PATENT COLLATERAL

Company	Country	Title	Application or Patent No.	Issue Date
River Bend Industries, LLC US  US  US	US	Wheelchair Docking System	U.S. 8,650,735 B2	February 18, 2014
	Wheelchair Stabilizing Device	U.S. 8,308,406 B2	November 13, 2012	
	US	Riceylene Formulation Provisional Application	U.S. 62/420,165	N/A
Hospitec, LLC (75% ownership)  US  US	US	Multi-User Transformable Water Cooler	U.S. 7,350,671	April 1, 2008
	US	Water Cooler with Retractable Legs	U.S. D528,344	September 19, 2006

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PATENT REEL: 043627 FRAME: 0964

RECORDED: 09/19/2017