504521852 08/28/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4568558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (ABL)

CONVEYING PARTY DATA

Name	Execution Date
SCRANTON PRODUCTS INC.	06/20/2017

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AND COLLATERAL AGENT
Street Address:	5022 GATE PARKWAY
Internal Address:	SUITE 200
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32256

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29538564

CORRESPONDENCE DATA

Fax Number: (650)251-5002

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: (650) 251-5106
Email: jmull@stblaw.com
Correspondent Name: AMBER HAREZLAK
Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	047780/0026
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/28/2017

Total Attachments: 5

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PATENT REEL: 043688 FRAME: 0899

Patent Security Agreement

Patent Security Agreement, dated as of June 20, 2017, by Scranton Products, Inc. (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent and Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to an ABL Guarantee and Collateral Agreement dated as of September 30, 2013 and the First Amendment to the ABL Guarantee and Collateral Agreement dated as of March 9, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement") in favor of the Administrative Agent and Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent and Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the ABL Security Agreement and used herein have the meaning given to them in the ABL Security Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Pledgor hereby pledges and grants to the Administrative Agent and Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Collateral Agent pursuant to the ABL Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the ABL Security Agreement, the provisions of the ABL Security Agreement shall control unless the Administrative Agent and Collateral Agent shall otherwise determine.

PATENT REEL: 043688 FRAME: 0900 SECTION 4. <u>Termination</u>. Upon the Termination Date or such other date as Pledged Collateral may be released pursuant to <u>Section 7.15</u> of the ABL Security Agreement, the Administrative Agent and Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral, grant, assignment, lien and security interest pledged and granted in and to all of its right, title and interest in, to and under the Patents under this Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. This 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Governing Law</u>. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

PATENT REEL: 043688 FRAME: 0901 IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

SCRANTON PRODUCTS INC.

Name: Chris Eppe

Title: CFO

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH as Administrative Agent and Collateral Agent

By:

FRANK FAZIO Managing/Director

Name: Title:

Name:

Stephen R. Lapidus Director

Title:

SCHEDULE I to Patent Security Agreement

United States Patent Applications

Owner	Title	Patent No.	Application No.
Scranton Products Inc.	Hinge		29/538,564

[Schedule I to Patent Security Agreement (ABL)]

PATENT REEL: 043688 FRAME: 0904

RECORDED: 08/28/2017