

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4674856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
ICP ADHESIVES AND SEALANTS, INC.		11/03/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GOLDMAN SACHS MIDDLE MARKET LENDING CORP., AS COLLATERAL AGENT	
<b>Street Address:</b>	200 WEST STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10282	
<b>PROPERTY NUMBERS Total: 31</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6182868	
Patent Number:	6206991	
Patent Number:	6345776	
Patent Number:	6691898	
Patent Number:	6840462	
Patent Number:	7179845	
Patent Number:	7717357	
Patent Number:	8318827	
Patent Number:	8680168	
Patent Number:	9062168	
Patent Number:	9079197	
Patent Number:	9211552	
Patent Number:	9233385	
Patent Number:	6410609	
Patent Number:	6314700	
Patent Number:	6283221	
Patent Number:	6527203	
Patent Number:	6164021	
Patent Number:	5951796	
Patent Number:	6130268	
<b>PATENT</b>		

Property Type	Number
Patent Number:	7249443
Patent Number:	7316099
Patent Number:	8608091
Patent Number:	5723534
Application Number:	13893443
Application Number:	14273633
Application Number:	14737879
Application Number:	14950083
Application Number:	62171439
Application Number:	14992338
Application Number:	14748681

#### CORRESPONDENCE DATA

**Fax Number:** (617)526-9899

*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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** CHRISTINE SLATTERY

**Address Line 1:** PROSKAUER ROSE LLP

**Address Line 2:** ONE INTERNATIONAL PLACE, 23RD FLOOR

**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	32868 / 065
<b>NAME OF SUBMITTER:</b>	CHRISTINE SLATTERY
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/06/2017

#### Total Attachments: 7

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by **ICP ADHESIVES AND SEALANTS, INC.**, an Ohio corporation (the “**Grantor**”), in favor of Goldman Sachs Middle Market Lending Corp., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, 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

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided* that, the Patent Collateral shall not include any Excluded Assets:

(i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### **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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

### **SECTION 7. COUNTERPARTS**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

## **SECTION 8. INTERCREDITOR**

REFERENCE IS MADE TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 3, 2017, BY AND AMONG ANTARES CAPITAL LP, GOLDMAN SACHS MIDDLE MARKET LENDING CORP., THE OTHER REPRESENTATIVES PARTY THERETO FROM TIME TO TIME AND THE GRANTORS PARTY THERETO. THE COLLATERAL AGENT HEREUNDER AND EACH LENDER UNDER THE CREDIT AGREEMENT AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS "SECOND LIEN AGENT" AND ON BEHALF OF SUCH LENDERS. THE PROVISIONS OF THIS SECTION 8 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. THE COLLATERAL AGENT AND EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO THE COLLATERAL AGENT OR ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT TO EXTEND CREDIT THEREUNDER AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

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**IN WITNESS WHEREOF**, the 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.

**ICP ADHESIVES AND SEALANTS, INC.,**  
as Grantor

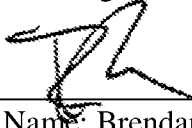
By: 

Name: Douglas Mattscheck

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GOLDMAN SACHS MIDDLE MARKET  
LENDING CORP.,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Brendan McGovern  
Title: Authorized Signatory

SCHEDULE A  
to  
PATENT SECURITY AGREEMENT  
**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Title</b>	<b>Patent No.</b>	<b>Registration Date</b>
ICP Adhesives and Sealants, Inc.	Two-component polyurethane box kit	6182868	2/6/01
ICP Adhesives and Sealants, Inc.	Roof tile construction using sandwiched adhesive	6206991	3/27/01
ICP Adhesives and Sealants, Inc.	Two-component dispensing gun	6345776	2/12/02
ICP Adhesives and Sealants, Inc.	Push button foam dispensing device	6691898	2/17/04
ICP Adhesives and Sealants, Inc.	Two-component dispensing gun nozzle	6840462	1/11/05
ICP Adhesives and Sealants, Inc.	Elastomeric latex foams	7179845	2/20/07
ICP Adhesives and Sealants, Inc.	Method for rapid insulation of expanses	7717357	5/18/10
ICP Adhesives and Sealants, Inc.	Insect-resistant polyurethane foam	8318827	11/27/12
ICP Adhesives and Sealants, Inc.	Method for filling wall cavities with expanding foam insulation	8680168	3/25/14
ICP Adhesives and Sealants, Inc.	Method for filling concrete block cavities with expanding foam insulation	9062168	6/23/15
ICP Adhesives and Sealants, Inc.	Dual polymer needles for disposable foam dispensing gun	9079197	7/14/15
ICP Adhesives and Sealants, Inc.	Foam dispensing gun	9211552	12/15/15
ICP Adhesives and Sealants, Inc.	Temperature indicating foam gun nozzles & hoses	9233385	1/12/16
ICP Adhesives and Sealants, Inc.	Low pressure generating polyurethane foams	6410609	6/25/02
ICP Adhesives and Sealants, Inc.	Roof tile construction using sandwiched adhesive	6314700	11/13/01
ICP Adhesives and Sealants, Inc.	Two-component polyurethane box kit	6283221	9/4/01
ICP Adhesives and Sealants, Inc.	Two-component dispensing gun	6527203	3/4/03
ICP Adhesives and Sealants, Inc.	Method and composition for filling elongated channels with expanding foam insulation	13893443	5/14/13
ICP Adhesives and Sealants, Inc.	Temperature indicating foam gun nozzles & hoses	14273633	5/9/14
ICP Adhesives and Sealants, Inc.	Marine Foam	14737879	6/12/15
ICP Adhesives and Sealants, Inc.	Foam Dispensing Gun	14950083	11/24/15
ICP Adhesives and Sealants, Inc.	Improved cylinder clamp and pressure monitor	62171439	6/5/15
ICP Adhesives and Sealants, Inc.	Process for extending the shelf life of gaseous olefinic propellants in polyurethane foams	14992338	1/11/16
ICP Adhesives and Sealants, Inc.	Modular foam dispensing gun	14748681	6/24/15
ICP Adhesives and Sealants, Inc.	Hip and Ridge Sealing and Attachment System and Method of Using Same	6164021	12/26/00
ICP Adhesives and Sealants, Inc.	Two Component Polyurethane Construction Adhesive and Method of Using Same	5951796	9/14/99



<b>Grantor</b>	<b>Title</b>	<b>Patent No.</b>	<b>Registration Date</b>
ICP Adhesives and Sealants, Inc.	Two Component Polyurethane Construction Adhesive	6130268	10/10/00
ICP Adhesives and Sealants, Inc.	Insulated Pitched Tile Roofing System and Method of Installing Same	7249443	7/31/07
ICP Adhesives and Sealants, Inc.	Spaced Sheathing Roofing System and Method of Installing Same	7316099	1/8/08
ICP Adhesives and Sealants, Inc.	Dispensing Gun Assembly for Mixing and Dispensing Plural Component Foam	8608091	12/17/13
ICP Adhesives and Sealants, Inc.	Two Part Polyurethane-based Adhesive System	5723534	3/3/98