

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4689072

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MASTERBUILT MANUFACTURING, LLC	09/27/2017
RECEIVING PARTY DATA	
Name:	FIFTH THIRD BANK, AS AGENT
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45263
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D604090
Patent Number:	D605892
Patent Number:	D614434
Patent Number:	D621201
Patent Number:	D627590
Application Number:	15047006
Application Number:	29610979
Application Number:	29610981
Application Number:	29611646
Application Number:	29611651
Application Number:	62395693
CORRESPONDENCE DATA	
Fax Number:	(202)533-9099
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Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP
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PATENT

ATTORNEY DOCKET NUMBER:	005252-001112
NAME OF SUBMITTER:	JULIE S. PIANTANIDA
SIGNATURE:	/julie piantanida/
DATE SIGNED:	11/14/2017
Total Attachments: 5 source=First Amendment to Patent Security Agreement (Executed Version)#page1.tif source=First Amendment to Patent Security Agreement (Executed Version)#page2.tif source=First Amendment to Patent Security Agreement (Executed Version)#page3.tif source=First Amendment to Patent Security Agreement (Executed Version)#page4.tif source=First Amendment to Patent Security Agreement (Executed Version)#page5.tif	

**FIRST AMENDMENT
TO
PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this “Amendment”) is made and entered into as of September 27, 2017 (the “Effective Date”), by and between **MASTERBUILT MANUFACTURING, LLC**, a Delaware limited liability company, whose principal place of business and mailing address is 1 Masterbuilt Court, Columbus, Georgia 31907 (“Debtor”), and **FIFTH THIRD BANK**, an Ohio banking corporation (“Agent”), as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below), and is as follows:

Preliminary Statements

A. Debtor, Agent, LC Issuer and the Lenders have entered into that certain Amended and Restated Credit Agreement, dated as of the Effective Date (as further amended, restated, and modified from time to time, the “Credit Agreement”).

B. In connection with the Existing Credit Agreement (as defined in the Credit Agreement), Debtor executed and delivered to Agent for the benefit of the Secured Creditors that certain Patent Security Agreement dated as of September 30, 2016 (the “Patent Security Agreement”), which Patent Security Agreement was recorded on October 4, 2016 in the United States Patent and Trademark Office, commencing at Reel No. 040221, Frame No. 0544. Capitalized terms used but not defined herein shall have the meanings provided in the Patent Security Agreement or the Credit Agreement as applicable.

C. In connection with the Credit Agreement, Debtor and Agent desire to amend the Patent Security Agreement to include certain patents, patent applications and patent licenses acquired by Debtor in connection with the Smoke Hollow Acquisition as part of the Patent Collateral.

D. Debtor and Agent have agreed that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. Amendments to Patent Security Agreement. Schedule I to the Patent Security Agreement is hereby supplemented with the document attached hereto as Schedule I. Accordingly, Debtor hereby acknowledges and agrees that each patent, registration, application and license listed on the Schedule I attached hereto constitutes, and shall be deemed to be, part of the “Patent Collateral” and the “Patents” (as each is defined in the Patent Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default under the Patent Security Agreement if not cured after any applicable notice and cure period set forth in the Patent Security Agreement.

3. **Continuing Effect of Patent Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Patent Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Agent on the Patent Collateral (including, without limitation, the Patent Collateral set forth on the Schedule I attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtor acknowledges and confirms that the grants of the Liens to Agent for the benefit of the Secured Creditors on the Patent Collateral: (a) represent continuing Liens on all of the Patent Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Patent Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Patent Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Patent Security Agreement will be deemed to be a reference to the Patent Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

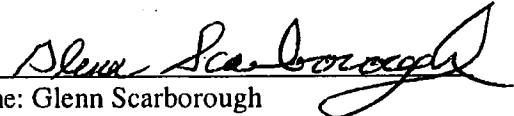
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

MASTERBUILT MANUFACTURING, LLC

By: 
Name: Glenn Scarborough
Title: Vice President and Chief Financial Officer

SIGNATURE PAGE 1 OF 2 TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

PATENT
REEL: 044446 FRAME: 0944

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

FIFTH THIRD BANK, as Agent

By: R. Ted Keller
Name: R. Ted Keller
Title: Vice President

SIGNATURE PAGE 2 OF 2 TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

PATENT
REEL: 044446 FRAME: 0945

SCHEDULE I

PATENTS

U.S. Patents and Patent Applications

Patent Title	Application No.	Patent No.	Issue Date or [Filing Date]
Gas Grill	-	D604,090 S	11/17/2009
Gas Grill	-	D605,892 S	12/15/2009
Gas Grill	-	D614,434 S	4/27/2010
Gas Grill	-	D621,201 S	8/10/2010
Gas Grill	-	D627,590 S	11/23/2010
Electric Food Smoker	15/047,006	N/A	[2/18/2016]
Smoker	29/610,979	N/A	[7/18/2017]
Smoker	29/610,981	N/A	[7/18/2017]
Combination Grill and Smoker	29/611,646	N/A	[7/24/2017]
Combination Grill and Smoker	29/611,651	N/A	[7/24/2017]

Patent Cooperation Treaty Patent Applications

Patent Title	Application No.	Filing Date	Patent No.	Issue Date
Smoker with Top Heat Source	62/395,693	9/19/2016	N/A	N/A

Patent Licenses

1. License Agreement dated July 5, 2017 between Masterbuilt and Bayou Classic.
2. Patent License Agreement dated January 1, 2017 between Masterbuilt and Maverick Industries, Inc.