

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4749074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MASTER CUTLERY, LLC	12/22/2017

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	1732 NORTH 1ST STREET, 6TH FLOOR
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95112

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D528893
Patent Number:	D464549
Patent Number:	D464246
Patent Number:	D520593
Patent Number:	D515653
Patent Number:	D500546
Patent Number:	D510009
Patent Number:	6976311
Patent Number:	D551533
Patent Number:	8312580
Patent Number:	8943935

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: MIA RAMIC KING AND SPALDING

Address Line 1: 1180 PEACHTREE STREET NE

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	25091.015007
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	12/22/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=PSA#page1.tif source=PSA#page2.tif source=PSA#page3.tif source=PSA#page4.tif source=PSA#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") is made this 22nd day of December, 2017, by and between the Grantor listed on the signature pages hereof (the "*Grantor*") and AVIDBANK, a California banking corporation ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between MASTER CUTLERY, LLC, a Delaware limited liability company (the "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Bank this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "*Security Interest*") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Patent Collateral*"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

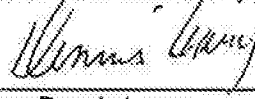
6. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MASTER CUTLERY, LLC,
a Delaware limited liability company

By:  _____

Name: Dennis Leary

Title: Vice President

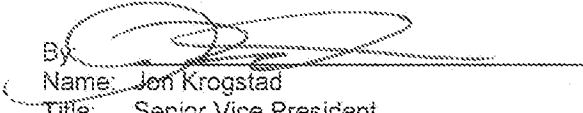
[Signature Page to Patent Security Agreement]

PATENT
REEL: 044472 FRAME: 0521

BANK:

AVIDBANK,
a California banking corporation

B:



Name: Jon Krogstad

Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 044472 FRAME: 0522

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>C</u>	<u>TITLE</u>	<u>PATENT NO.</u>	<u>DATE OF PATENT</u>	<u>APPL.NO</u>	<u>DATE OF APPL.</u>
US	Knife With Three Parallel Blades	D528,893	09/26/06	29/226, 452	03/29/05
US	Axe	D464,549	10/22/02	29/151,434	12/10/01
US	Knife Handle	D464,246	10/15/02	29/151,556	12/10/01
US	Baton	D520,593	05/09/06	29/226, 405	03/29/05
US	Knife	D515,653	02/21/06	29/187, 428	12/02/03
US	Handle Attached to Three Knives	D500,546	01/04/05	29/201,575	03/16/04
US	Knife	D510,009	09/27/05	29/187, 429	12/02/03
US	Method and Apparatus for Attaching and Detaching Two Utensil	6,976,311	12/20/05	10/665,926	09/19/03
US	Two Parallel Folding Knives Attached by Bridging Devices	D551,533	09/25/07	29/257,084	03/29/06
US	Folding Knife	8,312,580	11/20/12	12/868,493	08/25/10
US	Method and Apparatus for Knife	8,943,935	02/03/15	13/791,944	03/09/2013

Patent Licenses

None.
Patent Security Agreement