

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4806889

<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>
PARTHENON METAL WORKS, LLC	02/02/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION
<b>Street Address:</b>	1100 NORTH MARKET STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9120640
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)557-2193
<i>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.</i>	
<b>Phone:</b>	310-557-2900
<b>Email:</b>	klathrop@proskauer.com
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067
<b>ATTORNEY DOCKET NUMBER:</b>	11964.104 U.S. PATENT SA
<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	02/02/2018
<b>Total Attachments: 5</b>	
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## U.S. PATENT SECURITY AGREEMENT

This U.S. PATENT SECURITY AGREEMENT dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and among PARTHENON METAL WORKS, LLC (the “U.S. Term Loan Facility Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Vari-Form Group, LLC, a Delaware limited liability company (the “U.S. Borrower”), Vari-Form Inc., an Ontario corporation (the “Canadian Borrower”), Vari-Form Holdings Group, LLC, a Delaware limited liability company (“Holdings”), the several lenders from time to time party thereto (the “Lenders”) and Wilmington Trust, National Association, as administrative agent and as collateral agent, and (b) the U.S. Term Loan Guaranty and Pledge and Security Agreement dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”) among Holdings, the U.S. Borrower, each of the other U.S. Term Loan Facility Grantors identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement. The U.S. Term Loan Facility Grantor is an Affiliate of the U.S. Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional U.S. Loans and as consideration for the U.S. Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.3 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance in full when due of the U.S. Term Loan Facility Secured Obligations, the U.S. Term Loan Facility Grantor hereby grants to the Collateral Agent, for the benefit of the U.S. Term Loan Facility Secured Parties, a security interest (the “Security Interest”) in all of the U.S. Term Loan Facility Grantor’s right, title and interest in, to and under Collateral consisting of any Patents arising under the Laws of the United States now owned or at any time hereafter acquired by the U.S. Term Loan Facility Grantor, including those issued or applied for Patents listed on Schedule I; provided that no security interest is granted on any Excluded Property (the “Patent Collateral”). The U.S. Term Loan Facility Grantor authorizes and requests that the Commissioner for Patents record this Agreement.

Section 3. U.S. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the U.S. Security Agreement. The U.S. Term Loan Facility Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

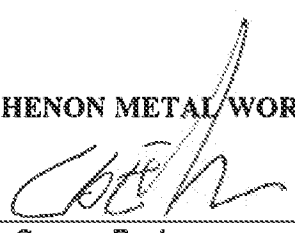
Section 5. Termination. Upon the termination of the U.S. Security Agreement in accordance with its terms, or any disposition of the Patent Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the U.S. Term Loan Facility Grantor (at the U.S. Term Loan Facility Grantor's sole expense, and without any recourse to or warranty by the Collateral Agent) an instrument in writing in recordable form releasing the grant and security interest in the applicable Patent Collateral under this Agreement and take any other actions reasonably requested by the U.S. Term Loan Facility Grantor to effect such release.

Section 6. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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PARTHENON METAL WORKS, LLC

By: 

Name: Carmen Evola

Title: President and Chief Executive Office

[Signature Page to U.S. Patent Security Agreement]

PATENT

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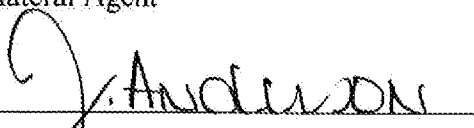
Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Jennifer Anderson  
Assistant Vice President

Schedule I to U.S. Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date
COLLAPSIBLE WIRE CARRIER	13/721,220	12/20/2012	9120640	9/01/2015