

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4820438

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PLEWS, INC.	07/29/2016
RECEIVING PARTY DATA		
Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT	
Street Address:	2929 ARCH STREET, SUITE 1550	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19104-7340	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9630596
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	3128637141	
Email:	kristen.lange@goldbergkohn.com	
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL	
Address Line 1:	C/O GOLDBERG KOHN LTD.	
Address Line 2:	55 E. MONROE, SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	6030.119	
NAME OF SUBMITTER:	KRISTEN N. LANGE	
SIGNATURE:	/kristenlange/	
DATE SIGNED:	02/12/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 29th day of July, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among BASIL TREE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), PLEWS, INC., a Delaware corporation ("Plews" and together with each other Person joined as party thereto as a borrower from time to time, and all of their respective permitted successors and assigns, collectively, the "Borrowers", and each, individually, a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agree to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals,

replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

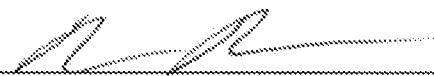
8. INTERCREDITOR AGREEMENT. The provisions of Section 16.19 of the Loan Agreement are hereby specifically incorporated by reference.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each 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.

GRANTOR:

PLEWS, INC.,
a Delaware corporation

By: 
Name: Bryan Boches
Title: Chairman of the Board

Signature Page to Patent Security Agreement

47228-0001
DA/400383404

PATENT
REEL: 044898 FRAME: 0518

ACCEPTED AND
ACKNOWLEDGED BY:

LBC CREDIT AGENCY SERVICES, LLC,
as Agent

By: 

Name: David E. Fraimow

Title: Senior Vice President

Signature Page to Patent Security Agreement

47228-0001
DAI400383404

PATENT
REEL: 044898 FRAME: 0519

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Title	Application/Patent No	Country	Status
Package Display Card With Die Cut Silhouette Pattern of Product Profile	2,829,615	Canada	Pending
Grease Gun Adaptor	14/268,367 9,297,498	U.S.	Patented
Tire Sealant Delivery System	12811936.9	EP	Abandoned
Tire Sealant Delivery System	14109106.6	Hong Kong	Published
Tire Sealant Delivery System	PCT/US12/046367	PCT	Expired
Tire Sealant Delivery System	13/181,196 9073269	U.S.	Patented
Tire Sealant Delivery System	2841271	Canada	Pending
Tire Sealant Delivery System	2012281122	Australia	Pending
Hexagonal Package Design for Air Hose	N/A	N/A	Abandoned
Combination Tire Valve Core Removal and Fluid Fill Tool	13/906,018	U.S.	Abandoned

Title	Application/Patent No	Country	Status
Universal Pneumatic Coupler	13/834,084	U.S.	Abandoned
Package Display Card With Die Cut Silhouette Pattern of Product Profile	13/777,251 9169053	U.S.	Patented
Universal Pneumatic Coupler	61/719,776	U.S.	Expired
Package Display Card With Die Cut Silhouette Pattern of Product Profile	61/713,964	U.S.	Expired
Digital Tire Pressure and Tread Depth Gauge	D702,143	U.S.	Patented
Combination Tire Valve Core Removal and Fluid Fill Tool	61/653,105	U.S.	Expired
Hose Reel Construction	D664026	U.S.	Patented
Combination Tire Valve Core Removal and Fluid Fill Tool	14/708,271	U.S.	Pending
Hex Spool for Hose	D714,618	US	Patented*

SCHEDULE I (continued)

Patents

TITLE	COUNTRY	APPLICATION/ PATENT NUMBER	ISSUE DATE
Combination tire valve core removal and fluid fill tool	United States	9630596	4/25/17