504825192 03/19/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4871928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FORTIFIBER, LLC	03/16/2018

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	20 KING STREET WEST		
Internal Address:	dress: 4TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	7788855	

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045777-0054
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	03/19/2018

Total Attachments: 5

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PATENT 504825192 REEL: 045267 FRAME: 0425

PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

PATENT SECURITY AGREEMENT, dated as of March 16, 2018, between FORTIFIBER, LLC, a California limited liability company (the "Grantor"), and ROYAL BANK OF CANADA, as collateral agent (together with its successors and assigns, the "Collateral Agent").

WHEREAS, the Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Henry Holdings, Inc., a Delaware corporation as borrower (the "Borrower"), ASP Henry Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), certain Subsidiaries of the Borrower party thereto from time to time, as Subsidiary Guarantors, the Lenders from time to time party thereto and Royal Bank of Canada, as administrative agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Grantee"), are parties to that certain Credit Agreement, dated as of October 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other Grantors party thereto and the Grantee, and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in and continuing lien on the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under (i) all letters patent and design letters patent of the United States and all applications for letters patent or design letters patent of the United States, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof and (ii) all reissues, divisions, continuations, continuations in part, revisions and extensions of any of the foregoing ("Patents"); and

WHEREAS, capitalized terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in and a continuing lien on all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Patent referred to in <u>Schedule 1</u> hereto;
- (ii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Patent License identified in <u>Schedule 1</u> hereto;
 - (iii) all rights priorities and privileges with respect thereto; and

PATENT REEL: 045267 FRAME: 0426 (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

<u>provided</u>, that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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 of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

PATENT REEL: 045267 FRAME: 0427 IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

FORTIFIBER, LLC

Name: Gson D.

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Acknowledged:

ROYAL BANK OF CANADA,

as Collateral Agent

Ву:

Name: Yvonne Brazier
Title: Manager, Agency Services

FORTIFIBER, LLC

PATENTS

Inviction	Data of Louis	Iomrod	(Pith
Jui isuicuvii	Date of issue	issucu	11110
		Patent	
		No.	
		Numper	
LUS	L 9/7/2010	l 7 788 855	l "Corner Flashino"
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PATENT LICENSES

None

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