

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4915144

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
COMPONENT HARDWARE GROUP, INC.		04/12/2018
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	9908126	
Application Number:	15612484	
Application Number:	15449570	
Application Number:	15054349	
Patent Number:	D794367	
Application Number:	15057801	
Application Number:	15161814	
Patent Number:	D763415	
Patent Number:	D753803	
Patent Number:	9046256	
Application Number:	29591277	
Application Number:	29591278	
CORRESPONDENCE DATA		
Fax Number:	(312)902-1061	
<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:	312.577.8034	
Email:	oscar.ruiz@kattenlaw.com	
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN	
Address Line 1:	525 WEST MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	

PATENT

ATTORNEY DOCKET NUMBER:	387132-00075
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/13/2018
Total Attachments: 5 source=patent security agreement#page1.tif source=patent security agreement#page2.tif source=patent security agreement#page3.tif source=patent security agreement#page4.tif source=patent security agreement#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 12, 2018, is made by Component Hardware Group, Inc., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

**COMPONENT HARDWARE GROUP,
INC., as Grantor**

By: 

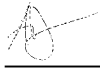
Name: Frank Probst

Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent

By: 

Name: Andrew Jones
Title: Duly Authorized Signatory

[PATENT SECURITY AGREEMENT]

PATENT
REEL: 045536 FRAME: 0425

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

U.S. Patents and U.S. Patent Applications

Description	Patent No.	Issue Date	Application No.	Filing Date	Owner / Applicant
Spray head for a pre-rinse assembly	9908126	3/6/18	14550495	11/21/14	Component Hardware Group, Inc.
Valve for a faucet assembly	N/A	N/A	15612484	6/2/17	Component Hardware Group, Inc.
Hinge Assembly for an Insulated Door	N/A	N/A	15449570	3/3/17	Component Hardware Group, Inc.
Telescoping Adjustable Leg	N/A	N/A	15054349	2/26/16	Component Hardware Group, Inc.
Telescoping Adjustable Leg	D794367	8/15/17	29554187	2/29/16	Component Hardware Group, Inc.
Hinge Assembly for an Insulated Glass Door	N/A	N/A	15057801	3/1/16	Component Hardware Group, Inc.
Sink and Faucet Assembly	N/A	N/A	15161814	5/23/16	Component Hardware Group, Inc.
Sink and Faucet Assembly	D763415	8/9/16	29552310	1/21/16	Component Hardware Group, Inc.
Sink and Faucet Assembly	D753803	4/12/16	29521936	3/26/15	Component Hardware Group, Inc.
Connector having a cylindrical body with a flange and an integral insert with a rectangular bone	9046256	6/2/15	14189493	2/25/14	Component Hardware Group, Inc.
Faucet with Sensor (Design)	N/A	N/A	29591277	1/18/17	Component Hardware Group, Inc.
Sink with Faucet and Sensor (Design)	N/A	N/A	29591278	1/18/17	Component Hardware Group, Inc.