

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4860963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
HARDWARE RESOURCES, INC.	03/09/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
<b>Street Address:</b>	60 WALL STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Patent Number:	9872563
Patent Number:	9874049
Application Number:	15191100
Application Number:	15291560
Application Number:	29561276
Application Number:	15409179
Application Number:	15458718
Application Number:	29630330
Application Number:	29630338
Application Number:	29630346
Application Number:	29630351
Application Number:	15877249

**CORRESPONDENCE DATA**

Fax Number:

*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.*

Email: nancy.wiford@wolterskluwer.com

Correspondent Name: NANCY WIFORD

Address Line 1: 4400 EASTON COMMONS, SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/12/2018
<b>Total Attachments: 8</b> source=First Lien IPSA (Hardware) (Patents)#page1.tif source=First Lien IPSA (Hardware) (Patents)#page2.tif source=First Lien IPSA (Hardware) (Patents)#page3.tif source=First Lien IPSA (Hardware) (Patents)#page4.tif source=First Lien IPSA (Hardware) (Patents)#page5.tif source=First Lien IPSA (Hardware) (Patents)#page6.tif source=First Lien IPSA (Hardware) (Patents)#page7.tif source=First Lien IPSA (Hardware) (Patents)#page8.tif	

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
Hardware Resources, Inc.  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Deutsche Bank AG New York Branch, as Collateral Agent  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 60 Wall Street  
\_\_\_\_\_  
City: New York  
State: NY  
Country: USA Zip: 10005  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) March 9, 2018  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other First Lien Security Agreement

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
See Schedule 2  
B. Patent No.(s)  
See Schedule 2  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Elaine Carrera, Legal Assistant  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street  
City: New York  
State: NY Zip: 10005  
Phone Number: (212) 701-3365  
Docket Number: \_\_\_\_\_  
Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved:** 12  
**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Elaine Carrera March 9, 2018  
Signature Date

Elaine Carrera Total number of pages including cover sheet, attachments, and documents: 8  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of March 9, 2018, between the signatory hereto (the "Grantor") in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### RECITALS:

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of August 24, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals

or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

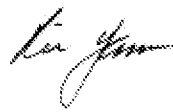
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HARDWARE RESOURCES, INC.,  
as Grantor



Digitally signed  
by Rick Yancey  
Date: 2018.03.08  
07:53:29 -06'00'

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

Name: Rick Yancey

Title: CFO

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

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

Name:

Title:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By: Alicia Schug  
Name:  
Title: Alicia Schug  
Vice President

By: Marguerite Sutton  
Name: Marguerite Sutton  
Title: Vice President

**Schedule 1**

**Trademarks**

<b><u>No.</u></b>	<b><u>Trademark</u></b>	<b><u>S/N or Registration No.</u></b>	<b><u>Application Date / Registration Date</u></b>	<b><u>Owner</u></b>
1.	KASA WARE	5388561	04/27/2016– Filed 01/23/2018 – Regis- tered	Hardware Resources, Inc
2.	KASA WARE	5377044	04/27/2016– Filed 01/09/2018 – Regis-	Hardware Resources, Inc
3.	KASA WARE	5,377,043	04/27/2016– Filed 01/09/2018– Regis-	Hardware Resources, Inc
4.	KASA WARE	87016651	04/27/2016– Filed Pending ITU	Hardware Resources, Inc
5.	SMART RAIL	5351589	09/06/2016– Filed 12/05/2017- Registered	Hardware Resources, Inc
6.	KASA WARE	87016653	04/27/2016– Filed Pending ITU	Hardware Resources, Inc
7.	KASA WARE	87016643	04/27/2016– Filed Pending ITU	Hardware Resources, Inc
8.	KASAWARE	87016656	04/27/2016– Filed Pending ITU	Hardware Resources, Inc
9.	STORAGE WITH STYLE	87455827	05/18/2017– Filed Pending ITU	Hardware Resources, Inc



**Schedule 2**

**Patents**

<b><u>No.</u></b>	<b><u>Patent Title</u></b>	<b><u>Application/ Publication/ Patent Number</u></b>	<b><u>Application/ Publication Date</u></b>	<b><u>Owner</u></b>
1.	Push-To-Open, Soft Close Drawer Slide Apparatus And Method Of Use	9872563	03/25/2016 – Filed 01/23/2018 – Granted	Hardware Resources, Inc.
2.	Compact Hinge Apparatus And Method Of Use	9874049	08/11/2016– Filed 01/23/2018 – Granted	Hardware Resources, Inc.
3.	Compact Hinge Apparatus And Method Of	15191100	06/23/2016 – Filed	Hardware Resources, Inc.
4.	Snap-In Bracket for Slidable Racks and Method of Use	15291560	10/12/2016 – Filed	Hardware Resources, Inc.
5.	Drilling Jig	29561276	04/14/2016 – Filed	Hardware Resources, Inc.
6.	Adjustable Rotary Shelf Assembly and Method of Use	15409179	01/18/2017– Filed	Hardware Resources, Inc.
7.	Snap-In Bracket for Slidable Racks and Method of Use	15458718	03/14/2017 – Filed	Hardware Resources, Inc.
8.	Cabinet Knob	29630330	12/20/2017 – Filed	Hardware Resources, Inc.
9.	Cabinet Handle	29630338	12/20/2017 – Filed	Hardware Resources, Inc.
10.	Cabinet Knob	29630346	12/20/2017 – Filed	Hardware Resources, Inc.
11.	Cabinet Handle	29630351	12/20/2017 – Filed	Hardware Resources, Inc.

12.	Push-To-Open, Soft Close Drawer Slide Apparatus and Method of Use	15877249	01/22/2018 – Filed	Hardware Resources, Inc.
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