

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5001658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TUFF SHED, INC.	06/07/2018
RECEIVING PARTY DATA	
Name:	GUARANTY BANK AND TRUST COMPANY
Street Address:	1331 17TH STREET
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7228667
Patent Number:	7462657
Patent Number:	7694488
Patent Number:	7845118
Patent Number:	8046958
Patent Number:	8156692
Patent Number:	8161709
CORRESPONDENCE DATA	
Fax Number:	(312)578-6666
<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:	3122633600
Email:	maureen.drews@hklaw.com
Correspondent Name:	C. GRANT MCCORKHILL
Address Line 1:	HOLLAND & KNIGHT LLP
Address Line 2:	131 S. DEARBORN ST., 30TH FL.
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	C. GRANT MCCORKHILL
SIGNATURE:	/C. Grant McCorkhill/
DATE SIGNED:	06/12/2018

Total Attachments: 7

source=Tuff Shed IP grant#page1.tif

source=Tuff Shed IP grant#page2.tif

source=Tuff Shed IP grant#page3.tif

source=Tuff Shed IP grant#page4.tif

source=Tuff Shed IP grant#page5.tif

source=Tuff Shed IP grant#page6.tif

source=Tuff Shed IP grant#page7.tif

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

June 7, 2018

TUFF SHED, INC., a Colorado corporation (the "Borrower" or "Grantor"), and GUARANTY BANK AND TRUST COMPANY, a Colorado banking corporation (the "Lender" or the "Grantee"), have entered into that certain Amended and Restated Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

A. Pursuant to the terms of the Credit Agreement, the Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

B. The Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications, including those set forth in Schedule A hereto, and all inventions and improvements described and claimed therein, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If the Grantor shall obtain rights to any new patents, trademarks, service marks and/or copyrights, the provisions of this Security Interest Grant Intellectual Property (this "Grant") shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new patents, trademarks, service marks and/or copyrights. Without limiting Grantor's obligations under this paragraph, the Grantor hereby authorizes the Lender to unilaterally modify this Grant by amending Schedule A, Schedule B and/or Schedule C, as applicable, to include any such new patents, trademarks, service marks and/or copyrights rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant or amend any Schedule hereto shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Intellectual Property Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Delivery of an executed counterpart of a signature page of this Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed effective as of the date first written above.

GRANTOR:

TUFF SHED, INC., a Colorado corporation

By: 

Name: Tom Saarey

Its: President


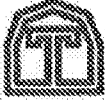
(Signature Page to Security Interest Grant Intellectual Property)

PATENT
REEL: 046051 FRAME: 0594

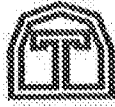

SCHEDULE A
PATENTS

Patent Title	Patent No./App. No.	Date Issued	Jurisdiction	Grantor/Owner
DOOR SYSTEM FOR A BUILDING	7,228,667 / 10/707,540	06/12/2007	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
DOOR SYSTEM FOR A BUILDING	7,462,657 / 11/743,106	12/09/2008	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
EAVE FOR A BUILDING	7,694,488 / 11/473,858	04/13/2010	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
EAVE FOR A BUILDING	7,845,118 / 11/684,940	12/07/2010	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
EAVE FOR A BUILDING	8,046,958 / 12/908,785	11/01/2011	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
ENDWALL OVERHANG	8,156,692 / 12/026,974	04/17/2012	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
METHOD OF MAKING AN ENDWALL OVERHANG	8,161,709 / 12/539,296	04/24/2012	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.

SCHEDULE B
TRADEMARKS/SERVICE MARKS

Mark	Number	Date	Jurisdiction	Grantor/Owner
KEYSTONE SERIES	737080	03/27/2009	Canada	Canadian Intellectual Property Office / Tuff Shed, Inc.
KEYSTONE SERIES	3357685	12/18/2007	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
T (and design) 	3600194	03/31/2009	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
T AND DESIGN 	772887	07/23/2010	Canada	Canadian Intellectual Property Office / Tuff Shed, Inc.
THE SUNDANCE SERIES	736656	03/23/2009	Canada	Canadian Intellectual Property Office / Tuff Shed, Inc.
THE SUNDANCE SERIES THE SUNDANCE SERIES	3159966	10/17/2006	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
THE SUNDANCE SERIES	3363893	01/01/2008	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
TUFF SHED	TMA738222	04/16/2009	Canada	Canadian Intellectual Property Office / Tuff Shed, Inc.
TUFF SHED	1995373	08/20/1996	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
TUFF SHED	3600193	03/31/2009	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.

SCHEDULE B (CONT.)
TRADEMARKS/SERVICE MARKS

Mark	Number	Date	Jurisdiction	Grantor/Owner
TUFF SHED T (and design)  TUFF SHED	1456524	09/08/1987	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
TUFF SHED T AND DESIGN  TUFF SHED	TMA738223	04/16/2009	Canada	Canadian Intellectual Property Office / Tuff Shed, Inc.
WOOD MASTER BUILDINGS	5059722	10/11/2016	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.
WOOD MASTER BUILDINGS	4679537	01/27/2015	United States of America	U.S. Patent and Trademark Office / Tuff Shed, Inc.

SCHEDULE C
COPYRIGHTS

Copyright	Number	Date	Country	Grantor/Owner
N/A	N/A	N/A	N/A	N/A