

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5032070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HERBERT MALARKEY ROOFING COMPANY	06/29/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK
Street Address:	1300 SW 5TH AVENUE, 10TH
Internal Address:	MAC P6101-103
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97201
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6397546
Patent Number:	6145265
Patent Number:	5484653
Patent Number:	5308692
CORRESPONDENCE DATA	
Fax Number:	(503)778-2200
<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:	206.223.7749
Email:	TRADEMARKS@LANEPOWELL.COM
Correspondent Name:	LANE POWELL PC
Address Line 1:	601 SW SECOND AVE., STE. 2100
Address Line 2:	ATTN: FRANCES JAGLA
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	122084.0025
NAME OF SUBMITTER:	FRANCES JAGLA
SIGNATURE:	/FRANCES JAGLA/
DATE SIGNED:	06/29/2018
Total Attachments: 6	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this June 29, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as Secured Party for itself, as Lender, and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Herbert Malarkey Roofing Company, as borrower ("Borrower"), Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the benefit of itself, as Lender, and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of 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 of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, Lender, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of itself, as Lender, and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. 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 Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HERBERT MALARKEY ROOFING COMPANY,
an Oregon corporation

By: 
Name: James Fagan
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By: _____
Name: James B. Fisher
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HERBERT MALARKEY ROOFING COMPANY,
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By: _____
Name: James Fagan
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By: _____
Name: James B. Fisher
Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

UNITED STATES PATENTS:

Title	Inventor	Patent Number	Issued
Laminated shingle	Malarkey, et al.	6,397,546	June 4, 2002
Laminated shingle	Malarkey, et al.	6,145,265	November 14, 2000
Fire resistant mat	Kennedy, et al.	5,484,653	January 16, 1996
Fire resistant mat	Kennedy, et al.	5,308,692	May 3, 1994

FOREIGN PATENTS:

Title	Country	Inventor	Application Number	Filed
Laminated shingle	Australia	Malarkey, et al.	3233/00	February 16, 2000
Laminated shingle	PCT	Malarkey, et al.	US2000/003924	February 16, 2000
Laminated shingle	Canada	Malarkey, et al.	2277494	August 17, 2000

Patent Licenses