

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5116310

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VORNADO AIR, LLC	08/28/2018
RECEIVING PARTY DATA		
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB	
Street Address:	500 DELAWARE AVENUE	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29646253
CORRESPONDENCE DATA		
Fax Number:	(212)859-4000	
<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:	2128598000	
Email:	mark.konzelmann@friedfrank.com	
Correspondent Name:	MARK J KONZELMANN	
Address Line 1:	1 NEW YORK PLAZA	
Address Line 2:	FLOOR 26	
Address Line 4:	NEW YORK, NEW YORK 10004	
ATTORNEY DOCKET NUMBER:	3043-5	
NAME OF SUBMITTER:	MARK J KONZELMANN	
SIGNATURE:	/Mark J Konzelmann/	
DATE SIGNED:	08/29/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
source=360 - Term - Patent Security Agreement - Unpublished Applications - No. 27#page1.tif		
source=360 - Term - Patent Security Agreement - Unpublished Applications - No. 27#page2.tif		
source=360 - Term - Patent Security Agreement - Unpublished Applications - No. 27#page3.tif		
source=360 - Term - Patent Security Agreement - Unpublished Applications - No. 27#page4.tif		

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 28, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of March 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 360 HOLDINGS III CORP., a Delaware corporation (the "Borrower"), 360 HOLDINGS II CORP., a Delaware corporation, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

B. All of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

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

Section 2. Grant of Security Interest in Patent Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and valid and continuing 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, including, without limitation, those referred to on Schedule 1 hereto, other than any Excluded Property;

(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. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents 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, each 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.

Very truly yours,

VORNADO AIR, LLC,
as Grantor

By: 

Name: Adam Gromfin

Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046971 FRAME: 0758

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Agent

By: 

Name: Patricia J. Henry

Title: Senior Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. NEWLY FILED PATENT APPLICATIONS

Patent Name	Jurisdiction	Application Number	Status	Owner
Heater	US	29/646,253	Pending	Vornado Air, LLC