# 505190267 11/14/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5237036

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT	
RESUBMIT DOCUMENT ID:	505130375	

#### **CONVEYING PARTY DATA**

Name	Execution Date
EGGERS DIVISION, LLC	09/27/2018
VTI ARCHITECTURAL PRODUCTS, INC.	09/27/2018

### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	13625 CALIFORNIA STREET, 2ND FL	
City:	ОМАНА	
State/Country:	NEBRASKA	
Postal Code:	68154-5246	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	7794688
Patent Number:	8074766
Patent Number:	RE45144
Patent Number:	8573357

### **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:** michael.barys@clarivate.com

Correspondent Name: NANCY A. ZARAZUA

Address Line 1: 111 WEST MONROE STREET
Address Line 2: CHAPMAN AND CUTLER LLP
Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER:

NANCY A. ZARAZUA

/Michael Barys/

DATE SIGNED:

11/14/2018

**Total Attachments: 8** source=Patent#page1.tif

PATENT REEL: 047547 FRAME: 0001

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## United States Patent And Trademark Office

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

November 13, 2018

PTAS

NANCY A. ZARAZUA 111 WEST MONROE STREET CHAPMAN AND CUTLER LLP CHICAGO, IL 60603



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# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5177137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
EGGERS DIVISION, LLC	09/27/2018

### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	13625 CALIFORNIA STREET, 2ND FL	
City:	ОМАНА	
State/Country:	NEBRASKA	
Postal Code:	68154-5246	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	7794688
Patent Number:	8074766
Patent Number:	RE45144
Patent Number:	8573357

# **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: michael.barys@clarivate.com

Correspondent Name: NANCY A. ZARAZUA

Address Line 1: 111 WEST MONROE STREET
Address Line 2: CHAPMAN AND CUTLER LLP
Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER:	NANCY A. ZARAZUA	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	10/05/2018	

**Total Attachments: 7** 

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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

Form PTO-1595 (Rev. 06-12) OMB No. 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET  PATENTS ONLY		
To the Country of the N.S. Perent and Trademark Office Pease record the attached documents of the new addressins) below		
1. Name of conveying party(les)	2. Name and address of receiving party(ies) Name: Wells Fargo Bank, National Association	
Eggers Division, LLC	Internal Address	
Assistance of conveyance/Execution Date(s):  September 27, 2018	Street Address: 13625 California Street, 2nd FL.	
Assignment Merger  Security Agreement Change of Name	City: Omaha	
Joint Ressarch Agreement	State NE	
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: USA Zip: 68154-5246	
Orrer Patent Collateral Agreement	Additional name(s) & address(es) attached? Tyes III No	
4. Application or patent number(*):   A. Patent Application No.(s)  A. Patent Application No.(s)	document serves as an Oath/Declaration (37 CFR 1/83). B. Patent No.(s)	
See Schedule A	See Schedule A	
Additional municers at	acred? MYes Oko	
Name and address to whom correspondence concerning document should be mailed:	8. Total number of applications and patents involved: 4	
Name Nancy A. Zarazua Internal Address: Chapman and Cutter LLP	7. Total fee (37 CFR 1.21(h) & 3.41) S	
Street Address 111 West Monroe Street	Authorized to be charged to deposit account  Enclosed  None required (government interest not affecting tills)	
City Chicago	8. Payment Information	
State 14. 7:p 60603		
Proce Number 312-845-5133	Deposit Account Number	
SSS-0. NSSS-0	Authorized User Name	
Email Address Zarazua (Schapman.com	AUGUSES USE WATE	
9. Signature: Young Caralogu Synature  Nancy A. Zarazua, Saralogu Person Signing  Convents to be recorded including cover sheet  240 Stop Assignment Recordation Services, Director of	October 5, 2018  Date  Total number of pages including cover 6  sheet, attachments, and documents. It should be faced to (\$71) \$72-0140, or males to: I the USPTO, P.O.Sox 1488, Alexandria, V.A. 22313-1480	

PAT5177137

1. Name of conveying party(ies) (cont.)

VTI Architectural Products, Inc.

# PATENT COLLATERAL AGREEMENT

This 27th day of September, 2018, each of Eggers Division, LLC, a Delaware limited liability company, and VTI Architectural Products, Inc., an Iowa corporation (collectively, the "Debtors" and each, a "Debtor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wells Fargo Bank, National Association, and its successors and assigns ("Bank"), and grants to Bank, a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

- (i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of such Debtor as set out in that certain Security Agreement: Business Assets bearing even date herewith by and among the Debtors, the other parties from time to time party thereto and Bank, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Each Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Bank.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Bank with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in

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electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Nebraska without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

EGGERS DIVISION, LC

Name: Douglas Clausen

Title: President

VTI ARCHITECTURAL PRODUCES, INC

Name: Douglas Clausen

Title: President

[Signature Page to Patent Collateral Agreement]

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Ву

Name: Joseph Finnegan Title: Vice President

[Signature Page to Patent Collateral Agreement]

PATENT REEL: 047547 FRAME: 0010

**RECORDED: 10/08/2018**