

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5453017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BEDSLIDE, LLC	03/29/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	2200 ROSS AVENUE
Internal Address:	9TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9073487
Patent Number:	7175060
Patent Number:	6390525
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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:	2147455612
Email:	ngraham@winstead.com
Correspondent Name:	NANCY GRAHAM C/O WINSTEAD PC
Address Line 1:	2728 N. HARWOOD STREET
Address Line 2:	SUITE 500
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	57507-2
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	04/02/2019
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT entered into as of March 29, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between BEDSLIDE, LLC, a Delaware limited liability company (the, "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent"), for the benefit of the Administrative Agent and the other Secured Parties.

PRELIMINARY STATEMENT

J. B. Poindexter & Co. Inc., the other Loan Parties, the Administrative Agent and the Lenders entered into a Credit Agreement dated as of February 10, 2017 (as it has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Grantor is becoming a party to the Credit Agreement pursuant to the execution and delivery of a Joinder Agreement dated as of the date hereof. In connection with the Credit Agreement, Grantor executed and delivered a Second Security Agreement Supplement dated as of the date hereof to become a party to the Pledge and Security Agreement dated as February 10, 2017 (such agreement, together with all supplements and amendments and restatements thereto, the "Security Agreement"), in order to induce the Lenders to enter to extend credit and other financial accommodations to the Loan Parties under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations;

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties hereby agree as follows:

AGREEMENT.

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Patent License" means all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired by it:

(a) all Patents, including all Patents referred to in Item A of Schedule 1 attached hereto;

(b) all applications for Patents, including each Patent application referred to in Item B of Schedule 1 attached hereto; and

(c) all Patent Licenses, including all Patent Licenses referred to in Item A of Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, in the Patent Collateral in the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent, on behalf of and for the benefit of the Secured Parties, with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

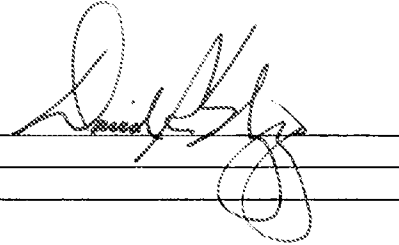
GRANTOR:

BEDSLIDE, LLC

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "Michael S. [unclear]", is written over three horizontal lines. The signature is stylized and cursive.

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 
Name: Thomas Vertin
Title: Authorized Officer

SCHEDULE I
to Patent Security Agreement

Item A	Registered Patents
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Name of Grantor	Patent Description	Patent Number	Issue Date
BEDSLIDE, LLC	Bed Bolt Mounting System	9073487	07-07-15
BEDSLIDE, LLC	Bedslide that mounts in a Vehicle using Pre-Existing Mounting Points	7175060	02-13-07
BEDSLIDE, LLC	Vehicle Bedslide	6390525	05-21-02
BEDSLIDE, LLC	Vehicle Bedslide	2301462	09-07-04

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Item B		Patent Applications	
Patent Application	Application Filing Date	Application Serial Number	
N/A			
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