

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5461025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DBI HOLDING LLC	03/26/2019
RECEIVING PARTY DATA	
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY, AS ADMINISTRATIVE AGENT
Street Address:	PARK AVENUE, 5TH FLOOR
Internal Address:	350
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9932715
Patent Number:	9567716
Patent Number:	9115473
Patent Number:	9109332
Application Number:	16280082
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3576
Email:	jade.tanks@wolterskluwer.com
Correspondent Name:	JADE TANKS
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	CT CORPORATION SYSTEM
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ROBIN RILEY
SIGNATURE:	/Robin Riley/
DATE SIGNED:	04/05/2019
Total Attachments: 8	

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

DBI HOLDING LLC

Execution Date(s) March 26, 2019

Additional names of conveying parties attached?

Yes No

2. Name and address of receiving party(ies)

Name: Manufacturers and Traders Trust Company, as
Administrative Agent

Internal
Address:

Street Address: 350 Park Avenue, 5th Floor

City: New York

State: NY

Country: USA Zip: 10022

Additional names, addresses, or citizenship attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest
- Executive Order 9424, confirmatory License
- Other Amended and Restated Patent Security Agreement

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule A

See Attached Schedule A

Additional numbers attached? Yes No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$

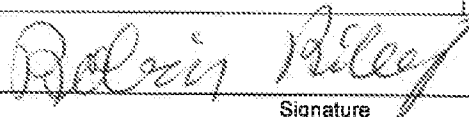
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

April 5, 2019
Date

Robin Riley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

ITEM 1 (cont'd)
to Patents Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
DBI Services, LLC	Delaware	Limited Liability Company	USA-Delaware

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of March 26, 2019, is by and between Manufacturers and Traders Trust Company, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the "**Lender**"), DBI Holding LLC, a Delaware limited liability company ("**Borrower**"), and DBI Services, LLC, a Delaware limited liability company ("**DBI Services**"), and collectively, together with Borrower, their successors and permitted assigns, the "**Grantor**").

WITNESSETH

WHEREAS, the Grantor is a party to an Amended and Restated Security Agreement, dated as of March 26, 2019 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Security Agreement**"), made by Grantor, amongst others, in favor of Lender, pursuant to which as collateral security for the payment and performance in full of all of the Secured Obligations, Grantor has pledged and granted to Lender for its benefit and for the benefit of the other Secured Parties, a lien on and security interest in and to all of the right, title, and interest of the Grantor in certain personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time.

WHEREAS, the Grantor and certain affiliates of Grantor entered into the Credit Agreement, dated as of August 1, 2016, by and among Lender, certain parties thereto as lenders, Grantor, and certain affiliates of Grantor (as amended, restated, modified, supplemented and/or replaced from time to time prior to the date hereof, the "**Existing Credit Agreement**"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Credit Agreement, as the same have been amended, modified, supplemented, extended, renewed, restated or replaced prior to the date hereof, being collectively referred to herein as the "**Existing Loan Documents**").

WHEREAS, Grantor is the owner of certain patented works, including the registrations thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto.

WHEREAS, the Grantor and Lender have previously entered into the Patent Security Agreement, dated as of August 1, 2016 (as amended, restated, modified, supplemented and/or replaced from time to time prior to the date hereof, the "**Existing Patent Security Agreement**"), pursuant to which Grantor granted to Lender a security interest in all of its right, title and interest in and to certain patents to secure the payment and performance of the Secured Obligations.

WHEREAS, the Grantor, certain affiliates of the Grantor, Lender, and the other parties to the Credit Agreement thereto have entered into the Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Credit Agreement**").

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree that the Existing Patent Security Agreement is hereby amended and restated as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the 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 of the 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 (and confirms, reaffirms, and restates the prior grant, assignment, and pledge as set forth in the Existing Patent Security Agreement) to Administrative Agent and the other Secured Parties, 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 such Grantor's Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule A;

(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 Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor under any Debtor Relief Laws.

4. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the 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 Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule A 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 A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

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 14 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. Amendment and Restatement.

(a) The liens and security interests granted by Grantor in the Patents shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Patent Security Agreement, this Agreement or any of the other Loan Documents.

(b) Grantor, as of the date hereof, hereby acknowledges, confirms and agrees that: (i) the Existing Patent Security Agreement has been duly executed and delivered by Grantor and is in full force and effect as of the date hereof immediately prior to the effectiveness of this Agreement, (ii) immediately prior to the effectiveness of this Agreement, the agreements and obligations of Grantor contained in the Existing Patent Security Agreement constitute the legal, valid and binding obligations of Grantor enforceable against Grantor in accordance with their respective terms, and (iii) as of the date hereof, Grantor does not have a valid defense to the enforcement of such obligations.

(c) As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Patent Security Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. The parties hereto acknowledge and agree, however, that (i) this Agreement does not constitute a novation, payment and reborrowing or termination of the Obligations arising under or pursuant to the Existing Patent Security Agreement as in effect immediately prior to the effectiveness of this Agreement, (ii) such Obligations arising under or pursuant to the Existing Patent Security Agreement are in all respects continuing with only the terms being modified as provided in this Agreement, (iii) the Liens and security interests in favor of the Agent for the benefit of the Secured Parties securing payment of such Obligations arising under or pursuant to the Existing Patent Security Agreement are in all respects continuing and in full force and effect with respect to all Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of the amendment and restatement of any of the Existing Patent Security Agreement and the other Existing Loan Documents on the date hereof.

[Signature pages follow]

Executed as of the date first above written.

GRANTOR:

DBI HOLDING LLC

By: 

Name: Joseph G. Ferguson

Title: Secretary

DBI SERVICES, LLC

By: 

Name: Joseph G. Ferguson

Title: Secretary

LENDER:

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent**

By:

Name: Anca Filippi

Title: Authorized Signatory

Schedule A

PATENTS AND PATENT APPLICATIONS

United States

ASSIGNEE	SERIAL #	FILING DATE	PATENT #	GRANT DATE	TITLE
DBI HOLDING, LLC	15/432,794	February 14, 2017	9,932,715	April 3, 2018	Systems and methods for automating the application of friction-modifying coatings
DBI HOLDING, LLC	14/835,614	August 25, 2015	9,567,716	February 14, 2017	Systems and methods for automating the application of friction-modifying coatings
DBI HOLDING, LLC	14/460,543	August 15, 2014	9,115,473	August 25, 2015	Systems and methods for automating the application of friction-modifying coatings
DBI HOLDING, LLC	14/189,955	February 25, 2014	9,109,332	August 18, 2015	Systems and methods for automating the application of friction-modifying coatings
DBI Services, LLC	16/280,082	March 20, 2019	N/A		Traffic Sign with Sliding Panels

Foreign

Australian Government Patents 2018100493 and 2018100401
 Systems and methods for automating the application of friction-modifying coatings.