## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5527474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
US MESH LLC	05/16/2019
WORLDWIDE PROTECTIVE PRODUCTS, LLC	05/16/2019

#### **RECEIVING PARTY DATA**

Name:	ICG DEBT ADMINISTRATION LLC	
Street Address:	600 LEXINGTON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	
Patent Number:	D741551	
Patent Number:	D802221	
Patent Number:	D737525	
Patent Number:	7552483	
Patent Number:	9936750	

#### **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:pbutler@schiffhardin.comCorrespondent Name:SCHIFF HARDIN LLPAddress Line 1:233 S. WACKER DRIVE

Address Line 2: SUITE 7100

Address Line 4: CHICAGO, ILLINOIS 60606

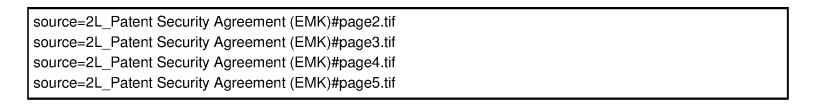
NAME OF SUBMITTER:	PETER BUTLER
SIGNATURE:	/Peter Butler/
DATE SIGNED:	05/16/2019

**Total Attachments: 5** 

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PATENT REEL: 049203 FRAME: 0733

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PATENT REEL: 049203 FRAME: 0734

#### SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of May 16, 2019 (this "Patent Security Agreement"), is made by the Domestic Note Parties signatory hereto (the "Grantor" and collectively, the "Grantors") in favor of ICG Debt Administration LLC, in its capacity as second lien agent (in such capacity, the "Second Lien Agent") pursuant to that certain Second Lien Note Purchase Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among PIP Buyer, Inc., a Delaware corporation, the Purchasers party thereto from time to time and the Second Lien Agent.

#### WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Grantors, the other Domestic Note Parties party thereto and Second Lien Agent, 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 Second Lien Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Second Lien Agent for the benefit of the Secured Parties a junior lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Property) of such Grantor: the issued Patents and Patent applications listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Second Lien Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by facsimile or other electronic method of any executed signature

PATENT REEL: 049203 FRAME: 0735 page to this Patent Security Agreement or any other Note Document shall constitute effective delivery of such signature page. This Patent Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. <u>Governing Law</u>. The terms of Sections 10.16, 10.17 and 10.18 of the Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

PATENT REEL: 049203 FRAME: 0736 IN WITNESS WHEREOF, the Grantors have duly executed this Patent Security Agreement as of the date first written above.

#### **GRANTORS:**

US MESH LLC

By: \_\_\_\_\_\_\_Name: Joseph A. Milot, Jr.

Title: President

WORLDWIDE PROTECTIVE PRODUCTS, LLC

Name: Joseph A. Milot, Jr.

Title: President

AGREED AND ACCEPTED as of the date first written above:

ICG DEBT ADMINISTRATION LLC,

as Second Lien Agent

By: Name: Brance

Title:

[Signature Page to Second Lien Patent Security Agreement]

# SCHEDULE I PATENT REGISTRATIONS AND APPLICATIONS FOR PATENTS

Current Owner of Record	Title	Jurisdiction	Patent No./ Filing Date
US MESH LLC	CUT RESISTANT GLOVE WITH ELASTOMERIC STRAP	U.S.	D741,551 02-14-2014
US MESH LLC	CUT RESISTANT GLOVE WITH ELASTOMERIC STRAPS	U.S.	D802,221 11-20-2014
US MESH LLC	CUT RESISTANT GLOVE WITH ELASTOMERIC STRAP	U.S.	D737,525 11-21-2013
WORLDWIDE PROTECTIVE PRODUCTS, LLC	ATHLETIC SOCK	U.S.	7,552,483 03-15-2005
WORLDWIDE PROTECTIVE PRODUCTS, LLC	PROTECTIVE GARMENT WITH INTEGRATED METAL MESH REGIONS	U.S.	9,936,750 09-16-2016
US MESH LLC*	GLOVE WITH STRAP	CA	157754 07-21-2014
US MESH LLC *	GLOVE WITH STRAP	CA	157755 07-21-2014
WORLDWIDE PROTECTIVE PRODUCTS, LLC**	ATHLETIC SOCK	CA	<b>2602554</b> 03-14-2006
US MESH LLC*	CONFIGURATION IN GLOVE	BR	203014000747-5 02-20-2014
US MESH LLC*	CONFIGURATION APPLIED IN GLOVE	BR	302014001581-8 04-07-2014
US MESH LLC*	PROTECTIVE GLOVES	EU	001414270-0001 06-16-2014
US MESH LLC*	GLOVES	EU	001414270-0002 06-16-2014
US MESH LLC*	GLOVES (ACCESSORIES FOR - )	EU	001414270-0003 06-16-2014
US MESH LLC*	GLOVES	EU	002394726-0001 01-29-2014
US MESH LLC*	GLOVES	EU	002394726-0002 01-29-2014
US MESH LLC*	GARMENT STRAPS	EU	002394726-0003 01-29-2014

<sup>\*</sup>Current owner is listed as US Mesh, Inc. The parties intend to have this corrected to US Mesh LLC shortly after closing.

RECORDED: 05/16/2019 REEL: 049203 FRAME: 0739

<sup>\*\*</sup> Current owner is listed as Gear Up Sports Worldwide Ltd. The parties intend to have this changed to Worldwide Protective Products, LLC shortly after closing.