

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5542773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VH FOOTWEAR INCORPORATED	05/16/2019
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK
Street Address:	3333 PEACHTREE ROAD
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9668535
Patent Number:	9320315
Patent Number:	9656153
Patent Number:	9693600
CORRESPONDENCE DATA	
Fax Number:	(416)601-7765
<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:	416-868-1673
Email:	bbell@mccarthy.ca
Correspondent Name:	BETHANNE BELL, MCCARTHY TÉTRAULT LLP
Address Line 1:	SUITE 5300, TD BANK TOWER
Address Line 2:	BOX 48, 66 WELLINGTON STREET WEST
Address Line 4:	TORONTO, ONTARIO, CANADA M5K 1E6
ATTORNEY DOCKET NUMBER:	152967-521205
NAME OF SUBMITTER:	VINCENT KAM-SUN YIP
SIGNATURE:	/VincentKamSunYip/
DATE SIGNED:	05/28/2019
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 16, 2019 (this “Security Agreement”), is made by VH FOOTWEAR INCORPORATED, a Manitoba corporation (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, LINCOLNSHIRE TT MIDCO, INC., a Delaware corporation (“Holdings”), NEW TRUE TEMPER HOLDINGS CORPORATION, INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”) and SUNTRUST BANK, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), as issuing bank (the “Issuing Bank”) and as swingline lender (the “Swingline Lender”) have entered into that certain Revolving Credit and Term Loan Agreement, dated as of May 16, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, certain Canadian Subsidiaries, including the Grantor (as defined below), have entered into the Canadian Guaranty and Security Agreement, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 Grant of Security Interest in Patent Collateral. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Patent Collateral”):

(i) all of its issued Patents and Patent applications, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions of the foregoing; and

(iii) 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, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all U.S. federal applied for and registered Patents owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 6 **Counterparts.** This 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 7 **Governing Law.** This 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 Province of Manitoba.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

VH FOOTWEAR INCORPORATED

By: 
Name: Philip Kim
Title: President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

VH FOOTWEAR INCORPORATED

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: V. N. Desai
Name: Vinay Desai
Title: Director

Patent Security Agreement

SCHEDULE I

Patents

I. REGISTERED PATENTS

CANADA

Patent No.	Title	Filing Date	Issue Date
2891170	Skate Boot with Monocoque Body	2015-05-14	2018-02-27
2925636	Protective Goalie Skate Boot Body with Integral Blade Mounting Channel	2016-03-31	2017-11-28

UNITED STATES

Patent No.	Title	Filing Date	Issue Date
9668535	Skate Boot With Monocoque Body	2016 -02-22	2017-06-06
9320315	Skate Boot With Monocoque Body	2013-03-13	2016-04-26
9656153	Skate Boot With Monocoque Body	2015-05-14	2017-05-23
9693600	Protective Goalie Skate Boot Body With Integral Blade Mounting Channel	2016-03-31	2017-07-04

II. PATENT APPLICATIONS

CANADA

Patent No.	Title	Filing Date
2984967	Skate Boot with Resilient Upper Strap	2017-11-08