

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5549231

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTWOOD AUTOMOTIVE GROUP, LLC	04/11/2019
RECEIVING PARTY DATA	
Name:	BYLINE BANK, AS AGENT
Street Address:	180 NORTH LASALLE ST, SUITE 300
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D814261
Application Number:	15454694
CORRESPONDENCE DATA	
Fax Number:	(312)499-6701
<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>	
Email:	ahesla@duanemorris.com
Correspondent Name:	ROBERT E. HORWATH
Address Line 1:	190 SOUTH LASALLE STREET, SUITE 3700
Address Line 2:	DUANE MORRIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	G4599-00033
NAME OF SUBMITTER:	ROBERT E. HORWATH
SIGNATURE:	/s/ Robert E. Horwath
DATE SIGNED:	05/31/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Eastwood Patent#page1.tif	
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source=Eastwood Patent#page4.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 11, 2019, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and collectively, the “*Grantors*”), in favor of BYLINE BANK, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, (i) prior to the consummation of the Acquisition, EASTWOOD HOLDCO, LLC, a Delaware limited liability company (as the “*Parent*” and “*Initial Borrower*”), and (ii) immediately upon consummation of the Acquisition, EASTWOOD AUTOMOTIVE GROUP, LLC, a Delaware limited liability company (“*Eastwood*”) and EASTHILL SPECIALTY, LLC, a Delaware limited liability company (“*Specialty*” and, together with Eastwood, individually and collectively, the “*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among the Borrower, Parent, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, Borrower and Parent are party to a Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), 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 Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees as follows:

SECTION 1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement and, if not defined therein, in the Credit Agreement.

SECTION 2. **Grant of Security Interest in Patent Collateral.** As security for the Obligations, each Grantor grants to the Agent (for the benefit of itself and the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereinafter acquired, in and to the following Collateral of such Grantor (the “*Patent Collateral*”):

(a) all of its Patents, provisional and non-provisional Applications, and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent or Application, including those referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. **Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

SECTION 5. **Incorporation by Reference.** Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


SECTION 6. **Counterparts.** This Patent 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.

[Remainder of page left intentionally blank.]

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

GRANTORS:


EASTWOOD AUTOMOTIVE GROUP, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Scott Buschmann
Title: Executive Vice President and Secretary

*Intending and confirming by its above signature to join
this agreement as "Grantor" immediately upon the
consummation of the Acquisition*

Accepted:

BYLINE BANK, as Agent

By: 
Name: Dan Delgadillo
Title: Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Serial Number	Date Filed	Description	Owner	Patent No.	Status
29/596,621	3/9/2017	Metal Finishing Rotary Tool	Easthill Group, Inc.	D814261	Issued 4/3/18

Patent Applications

Owner	Patent	Application/ Serial No.	Filing Date	Country of Application
Easthill Group, Inc.	Metal Finishing Rotary Tool	15/454,694	3/9/2017	USA