

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5556753

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EASTWOOD AUTOMOTIVE GROUP, LLC	04/11/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KIAN MEZZANINE PARTNERS II, L.P., AS AGENT
<b>Street Address:</b>	2970 PEACHTREE ROAD NW
<b>Internal Address:</b>	BUCKHEAD CENTRE, SUITE 530
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29596621
<b>Application Number:</b>	15454694
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	7043778156
<b>Email:</b>	jcarusone@robinsonbradshaw.com
<b>Correspondent Name:</b>	JENNIFER CARUSONE
<b>Address Line 1:</b>	101 N. TRYON ST., SUITE 1900
<b>Address Line 2:</b>	ROBINSON, BRADSHAW & HINSON, P.A.
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28246
<b>ATTORNEY DOCKET NUMBER:</b>	25260.00010
<b>NAME OF SUBMITTER:</b>	JENNIFER CARUSONE
<b>SIGNATURE:</b>	/Jennifer Carusone/
<b>DATE SIGNED:</b>	06/05/2019
<b>Total Attachments: 5</b>	
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF APRIL 11, 2019 BY KIAN MEZZANINE PARTNERS II, L.P., AS SUBORDINATED AGENT, IN FAVOR OF BYLINE BANK, AS SENIOR AGENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

**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**”) as successor in interest to **EASTHILL GROUP, INC.**, in favor of **KIAN MEZZANINE PARTNERS II, L.P.**, a Delaware limited partnership, as the 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 Senior Subordinated 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 priority security interest (second in priority only to the security interest of the Senior Agent securing the Senior Debt) 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.

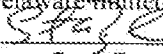
SECTION 6. **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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*

*Signature page to Patent Security Agreement (Mezzanine)*

Accepted:

**KIAN MEZZANINE PARTNERS II, L.P.**, as Agent

By: Kian Mezzanine Partners II GP, LLC,  
its general partner

By:   
Name: Richard L. Cravey, Jr.  
Title: Manager

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	Eastwood Automotive Group, LLC	D814261	Issued 4/3/18

**Patent Applications**

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