

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5561618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SILVERCOTE, LLC	06/07/2019
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	180 EAST BROAD STREET
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43215
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9216560
Patent Number:	8309200
Patent Number:	6797356
Application Number:	29344075
Patent Number:	6247288
Patent Number:	6308489
Patent Number:	6393797
Patent Number:	6595455
Patent Number:	6705059
Application Number:	12557575
CORRESPONDENCE DATA	
Fax Number:	(212)728-8111
<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:	2127288000
Email:	ipdept@willkie.com
Correspondent Name:	SABRINA HASAN
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	122063.00010 SH/BLS

NAME OF SUBMITTER:	SABRINA HASAN
SIGNATURE:	/Sabrina Hasan/
DATE SIGNED:	06/07/2019
Total Attachments: 7 source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page1.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page2.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page3.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page4.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page5.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page6.tif source=14. DI - 6719 Patent Security Agreement (Silvercote Joinder)#page7.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 7, 2019, (this "Agreement"), among Silvercote, LLC, a Delaware limited liability company (the "Grantor") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Term Loan Credit Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among DI Purchaser, Inc., a Delaware corporation, as the Borrower, DI Intermediate, Inc., a Delaware corporation, as Holdings, the lenders from time to time party thereto (the "Second Lien Lenders") and Wilmington Trust, National Association, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SILVERCOTE, LLC

By: Brian Crutchfield
Name: Brian Crutchfield
Title: Chief Financial Officer, Vice President
and Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 

Name: Andrew Lennon

Title: Banking Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REG. NO.	TRADEMARK
SILVERCOTE, LLC	1976361	IQ PLUS and Design 
SILVERCOTE, LLC	2445233	PURLIN GLIDE (stylized)
SILVERCOTE, LLC	2759519	PURLIN GLIDE FP (stylized)
SILVERCOTE, LLC	2705192	PURLIN GLIDE FP (stylized)
SILVERCOTE, LLC	3499174	SOLARGUARD
SILVERCOTE, LLC	5189764	iQ WEB and Design (color) 
SILVERCOTE, LLC	5376279	Silvercote A higher degree of insulation and Design (B/W) 
SILVERCOTE, LLC	5371257	SILVERCOTE
SILVERCOTE, LLC	5331205	ThermaCare-Stable

TRADEMARK APPLICATIONS

None.

Schedule I

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PATENT
REEL: 049411 FRAME: 0532

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NO.	DESCRIPTION
SILVERCOTE, LLC	9,216,560	REFLECTIVE INSULATION PRODUCTS AND METHODS FOR MANUFACTURING THE SAME
SILVERCOTE, LLC	8,309,200	REFLECTIVE INSULATION
SILVERCOTE, LLC	6,797,356	REFLECTIVE INSULATION
SILVERCOTE, LLC	D625,581	HOLDING DEVICE FOR METAL BANDING
SILVERCOTE, LLC	6,247,288	ROOF FABRIC DISPENSING DEVICE
SILVERCOTE, LLC	6,308,489	ROLLED FABRIC DISPENSING APPARATUS
SILVERCOTE, LLC	6,393,797	ROLLED FABRIC DISPENSING METHOD
SILVERCOTE, LLC	6,595,455	ROLLED FABRIC DISPENSING APPARATUS AND FALL PROTECTION SYSTEM AND METHOD
SILVERCOTE, LLC	6,705,059	ROLLED FABRIC CARRIAGE APPARATUS

PATENT APPLICATIONS

REGISTERED OWNER	APPLICATION NO.	DESCRIPTION
SILVERCOTE, LLC	12/557,575	BLANKET-LIKE LAMINATE FOR INSULATING SURFACES

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

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RECORDED: 06/07/2019

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REEL: 049411 FRAME: 0534