

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5616076

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INDEPENDENCE MATERIALS GROUP, LLC	07/12/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	201 N. TRYON STREET, 17TH FLOOR
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7635240
<b>Application Number:</b>	62740350
<b>Application Number:</b>	62786819
<b>Application Number:</b>	16420035
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-6850
<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>	617-523-2700
<b>Email:</b>	susan.dinicola@hklaw.com
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP
<b>Address Line 1:</b>	10 ST. JAMES AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	538541.00097
<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	07/12/2019
<b>Total Attachments: 5</b>	
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of July 12, 2019, by Independence Materials Group, LLC, a Delaware limited liability company (the “Grantor”), in favor of Fifth Third Bank, in its capacity as Administrative Agent on behalf of the Secured Parties pursuant to the Credit Agreement (as defined in the Security Agreement) (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

Whereas, the Grantor is party to a Security and Pledge Agreement dated as of July 12, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (but not including in any case any Excluded Property):

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

Section 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not yet accrued and payable) and termination of the Security Agreement (or, otherwise, release of the Liens created by this Patent Security Agreement as permitted by the Loan Documents), the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

Section 6.     Governing Law.   This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

Very truly yours,

**INDEPENDENCE MATERIALS GROUP, LLC**

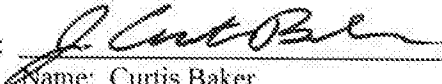
By: 

Name: Matthew Malone

Title: Chief Executive Officer

Acknowledged and Accepted:

**FIFTH THIRD BANK,**  
as the Administrative Agent

By:   
Name: Curtis Baker  
Title: Director

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 049746 FRAME: 0048**

Schedule I

Owner	Application No.	Filing Date	Patent No.	Issued Date	Title
Independence Materials Group, LLC	11/394,017	March 30, 2006	7,635,240	December 22, 2009	Bearing Plate for Use in an Anchor Assembly and Related Method
Independence Materials Group, LLC	62/740,350	October 2, 2018	--	--	APPARATUS FOR SUPPORTING OVERHEAD STRUCTURE
Independence Materials Group, LLC	62/786,819	December 31, 2018	--	--	APPARATUS AND METHOD FOR LIFTING A CONCRETE SLAB
Independence Materials Group, LLC	16/420,035	May 22, 2019	--	--	WALL BRACE SYSTEM AND METHOD