

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5623965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OCCIDENTAL MANUFACTURING, INC.	07/03/2019
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D531401
Patent Number:	D530506
CORRESPONDENCE DATA	
Fax Number:	(215)864-8999
<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:	2158648407
Email:	riordana@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	1735 MARKET STREET
Address Line 2:	ATTN: SANDRA M. WINTNER
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	00118819
NAME OF SUBMITTER:	SANDRA M. WINTNER
SIGNATURE:	/SANDRA M. WINTNER/
DATE SIGNED:	07/18/2019
Total Attachments: 11	
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, restated, modified or supplemented from time to time, this “**Agreement**”), dated as of July 3, 2019, is entered into by and among **R.A.F. INDUSTRIES, INC.** (“**R.A.F.**”), **FERCHE MILLWORK, INC.**, **BAR-PLATE MANUFACTURING COMPANY**, **CAMPANIA INTERNATIONAL, INC.**, **MATERIALS MARKETING HOLDINGS, INC.**, **MATERIALS MARKETING, LTD.**, **U.S. TAPE COMPANY, INC.**, **TECHNICAL GAS PRODUCTS, INC.**, **STEAMIST, INC.**, **MSP HOLDINGS CORP.**, **MILSPRAY LLC**, **RAF PENNSBURG L.P.**, **EARTH TECH, LLC**, **GEO-SOLUTIONS, INC.**, **A.J. BRAUER STONE, INC.**, **FMI HOLDINGS CORP.**, **FREEDOM MEDICAL, INC.**, **R.A.F. INVEST, L.P.**, **R.A.F. LOGISTICS, INC.**, **DESIGN AND DIRECT SOURCE, INC.**, **INNOVATIVE TECHNOLOGY ELECTRONICS, LLC**, and **OCCIDENTAL MANUFACTURING, INC.** (together collectively the “**Existing Pledgors**”), **EACH OF THE OTHER LOAN PARTIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (together with the Existing Pledgors, each a “**Pledgor**” and collectively the “**Pledgors**”) and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders under the Credit Agreement (as defined below) and for any other Secured Party (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as it may hereafter from time to time be amended, restated, modified or otherwise supplemented, the “**Credit Agreement**”) of even date herewith by and among R.A.F and the other Pledgor (collectively with any other Person which from time to time becomes a borrower thereunder, “**Borrowers**”), the banks and other financial institutions from time to time party thereto (collectively, the “**Lenders**”) and the Administrative Agent, the Lenders have agreed to make certain loans to the Borrowers and issue or participate in certain letters of credit issued for the account of the Borrowers; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgors secure the Secured Obligations (as hereinafter defined) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania as amended from time to time (the “**Code**”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to all of the following: (i) all trade names, (ii) all patent applications, patents and patent licenses, (iii) all trademark applications (other than any intent to use trademark applications until such time as such Pledgor files a Statement of Use with respect to such trademark), trademarks and trademark licenses, (iv) all copyright applications, copyrights and copyright licenses; whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall have the meaning assigned to such term in the Security Agreement.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Sections 12(b), 13 and 15 of the Security Agreement are hereby incorporated herein by reference, and shall apply to this Agreement mutatis mutandis as if fully set forth herein.

4. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

5. All of the Administrative Agent’s rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by any other Loan Document or by any Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any of the Secured Obligations (or under any documentation therefor) or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

6. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

7. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor, except as set forth in the Security Agreement. This

Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 16 hereof with respect to additions and supplements to Schedule A hereto.

8. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

9. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

10. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COMMONWEALTH COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

11. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH 12 OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

12. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT.

NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

13. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Each Pledgor acknowledges and agrees that delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail to the Administrative Agent purporting to be signed on behalf of any Debtor shall be effective as delivery by such Pledgor of a manually executed counterpart of this Agreement.

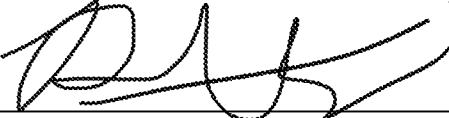
15. All notices, statements, requests and demands given to or made upon any party hereto in accordance with the provisions of this Agreement shall be given or made as provided in Section 11.5 [Notices; Effectiveness, Electronic Communication] of the Credit Agreement.

16. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor, which new Schedule A shall be deemed to automatically supplement this Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement shall constitute a sealed instrument.

**R.A.F. INDUSTRIES, INC.
FERCHE MILLWORK, INC.
BAR-PLATE MANUFACTURING COMPANY
CAMPANIA INTERNATIONAL, INC.
MATERIALS MARKETING HOLDINGS, INC.
MATERIALS MARKETING, LTD.
U.S. TAPE COMPANY, INC.
TECHNICAL GAS PRODUCTS, INC.
STEAMIST, INC.
MSP HOLDINGS CORP.
MILSPRAY LLC
RAF PENNSBURG, L.P.
EARTH TECH, LLC
GEO-SOLUTIONS, INC.
A.J. BRAUER STONE, INC.
FMI HOLDINGS CORP.
FREEDOM MEDICAL, INC.
R.A.F. INVEST, L.P.
R.A.F. LOGISTICS, INC.
DESIGN AND DIRECT SOURCE, INC.
INNOVATIVE TECHNOLOGY
ELECTRONICS, LLC
OCCIDENTAL MANUFACTURING, INC.**

By: 
Name: Richard M. Horowitz
Title: Secretary

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Michael V. Dunbar
Name: MICHAEL V. DUNBAR
Title: VP

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1. Registered Patents:

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
MILSPRAY LLC	Utility	7,338,227	09/05/2023
MILSPRAY LLC	Utility	8,539,724	03/25/2021
MILSPRAY LLC	Utility	8,496,015	01/30/2021
MILSPRAY LLC	Utility	8,875,479	05/04/2021
MILSPRAY LLC	Utility	8,962,093	08/24/2022
MILSPRAY LLC	Utility	9,205,442	06/09/2023
MILSPRAY LLC	Utility	10,086,400	04/02/2022
MILSPRAY LLC	Utility	9,975,141	11/22/2021
MILSPRAY LLC	Utility	9,869,535	07/16/2021
MILSPRAY LLC	Utility	9,867,456	07/16/2021
MILSPRAY LLC	Utility	10,154,726	06/21/2022
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Utility	9439486	2034-01-21
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	D790739	2032-06-27
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	D790740	2032-06-27
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	D796705	2032-09-05
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	D802470	2032-11-14

Tape Wiz	Design	6902133	6/7/2025
Level Wiz in Handle	Design	6581295	6/24/2023
Level Viz on handle	Design	6829836	12/14/2024
Cordwiz with support base	Design	6142405	11/7/2020
Cordwiz Pro	Design	6286777	9/11/2021
Tape Wiz Pro	Design	6659390	12/9/2023
Tape Wiz - Alternative material Dispensing System	Design	6948679	9/27/2025
Strinlinger Pro - Rotatable handle for disposable Spool	Design	5664739	9/9/2017
Strinlinger Pro - Rotatable handle for disposable Spool	Design	5927635	7/27/2019
Elongated Material Dispenser System	Design	7121498	10/17/2026
Occidental Mfg	Design	D531,401	11/7/2020
Occidental Mfg	Design	D530,506	10/24/2020

2. Patent Applications:

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Date Filed</u>
MILSPRAY LLC	Design	29/614,099	08/17/2017
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	29/66212	09/06/2018
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	29/66213	09/06/2018

INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	29/672161	12/03/2018
INNOVATIVE TECHNOLOGY ELECTRONICS, LLC	Design	29/672870	12/10/2018

3. Registered Trademarks:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
MILSPRAY LLC	MILSPRAY MILITARY TECHNOLOGIES	5015776	8/9/2022
MILSPRAY LLC	MILSPRAY	5010932	8/2/2022
MILSPRAY LLC	MILSPRAY MILITARY TECHNOLOGIES	5020282	8/16/2022
MILSPRAY LLC	SCORPION ENERGY HUNTER	4949276	5/3/2022
Steamist, Inc.	STEAMIST	4674330	1/20/2025
Steamist, Inc.	ELITESTEAM	5629048	6/11/2025
Innovative Technology Electronics, LLC	Golden Solutions	4172370	7/10/2017
Innovative Technology Electronics, LLC	Clock Wise	3592662	3/17/2019
Innovative Technology Electronics, LLC	Digitize Your Memories	3597754	3/31/2019
Innovative Technology Electronics, LLC	Dock & View	4319136	4/9/2019
Innovative Technology Electronics, LLC	No Outlet? No Worries!	4499387	3/18/2020
Innovative Technology Electronics, LLC	Justin (words & design)	4537836	5/27/2020
Innovative Technology Electronics, LLC	Recharge Anytime, Anywhere!	4672779	1/13/2021
Innovative Technology Electronics, LLC	IT.	3026656	12/13/2025
Innovative Technology Electronics, LLC	You've got to have it. (words & design)	3119797	7/25/2026
Innovative Technology Electronics, LLC	it. innovative technology (words & design)	3129955	8/15/2026
Innovative Technology Electronics, LLC	Victrola	4993673	7/08/2022
Innovative Technology Electronics, LLC	Victrola (words & design)	5103253	12/20/2022
Innovative Technology Electronics, LLC	Light Up Your Life With Music	5074952	11/1/2022
Innovative Technology Electronics, LLC	Bright Tunes	5079083	11/8/2022

Innovative Technology Electronics, LLC	bright tunes (words & design)	5074951	11/1/2022
Innovative Technology Electronics, LLC	Victrola (words & design)	86835294	6/20/2023
Innovative Technology Electronics, LLC	Victrola (text, expanded Class 9 goods)	5343944	11/28/2023
Innovative Technology Electronics, LLC	VICTROLA (stylized mark)	5521224	7/17/2024
U.S. Tape, Inc.	TapeWiz	2686588	2/11/2023
U.S. Tape, Inc.	Cord Wiz	2422976	1/23/2021
U.S. Tape, Inc.	Level Wiz	2891828	10/5/2024
U.S. Tape, Inc.	Durawheel	3117096	7/18/2026
Occidental Manufacturing, Inc.	Occidental Leather	3150797	4/05/2027
Occidental Manufacturing, Inc.	Stronghold	2405613	5/21/2021
Occidental Manufacturing, Inc.	Dr. Wood	3988822	1/5/2022
Campania International, Inc.	Campania	2963635	12/29/2025
Campania International, Inc.	Campania	4263272	6/26/2023
Campania International, Inc.	Nina Studio	1761375	3/30/2023

4. Trademark Applications:

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
None	None	None	None

5. Registered Copyrights:

None.

5. Copyright Applications:

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Innovative Technology Electronics, LLC	String Tunes	86754790	9/11/2015
Innovative Technology Electronics, LLC	Decorate With Music	86821155	11/16/2015 (Abandoned)

Innovative Technology Electronics, LLC	Decorate Your Life With Musk	86821180	11/16/2015 (Abandoned)
Innovative Technology Electronics, LLC	Don't Just Hear the Music ... Touch the Music	87431160	4/30/2017
Innovative Technology Electronics, LLC	PIN X	87707211	12/04/2017