

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5636075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.	07/25/2019
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8672491
Patent Number:	8684343
Application Number:	16046924
Application Number:	15334220
Application Number:	16148902
CORRESPONDENCE DATA	
Fax Number:	
<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:	1-212-318-6565
Email:	EMILYCOLLINS@PAULHASTINGS.COM
Correspondent Name:	EMILY COLLINS
Address Line 1:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	EMILY COLLINS
SIGNATURE:	/s/ Emily Collins
DATE SIGNED:	07/25/2019
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

July 25, 2019

WHEREAS, Rubbercraft Corporation of California, Ltd., a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and MidCap Financial Trust, a Delaware financial trust, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto) and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (“**Patents**”);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral;
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;
- (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and
- (v) all Proceeds thereof.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

RUBBERCRAFT CORPORATION OF
CALIFORNIA, LTD.,
a California corporation

By: 

Name: David Beare

Title: Chief Financial Officer

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as the Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

US Patents Issued:

Registered Owner	Title	Patent No.	Issue Date	Status
Rubbercraft Corporation of California, Ltd.	Eyeguard With Automatic Diaphragm	8672491	18/Mar/2014	Granted
Rubbercraft Corporation of California, Ltd.	Composite Fabrication Vent Assembly And Method	8684343	1/Apr/2014	Granted

US Patents Pending:

Registered Owner	Title	Application No.	Date Filed	Status
Rubbercraft Corporation of California, Ltd.	Heated Collapsible Elastomeric Bladder Tool To Form And Repair Composite Structures	16/046924	26/Jul/2018	Pending
Rubbercraft Corporation of California, Ltd.	Tri-Layer Bladder And Related Systems And Methods For Fabricating Composite Structures	15/334,220	25/Oct/2016	Pending
Rubbercraft Corporation of California, Ltd.	Fluoroelastomer Covered Elastomeric Tooling For Composite Manufacturing	16/148,902	1/Oct/2018	Pending