

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5748559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	US PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BROCK WHITE CANADA COMPANY, LLC	10/01/2019
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	10 S. RIVERSIDE PLAZA
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6672192
Patent Number:	6003272
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:	212-819-2655
Email:	iprecordations@whitecase.com
Correspondent Name:	PETER GIOVINE/WHITE & CASE LLP
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Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	1118078-0025-BC15
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	10/01/2019
Total Attachments: 6	
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US PATENT SECURITY AGREEMENT

This US PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this first day of October, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, “Grantor”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Term Loan Agreement”) by and among **CONSTRUCTION SUPPLY ACQUISITION PARENT, LLC**, a Delaware limited liability company (“Parent”), **CONSTRUCTION SUPPLY ACQUISITION, LLC**, a Delaware limited liability company (“Construction Supply” or the “Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of October 1, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including the U.S. issued Patents and Patent applications referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give written notice, on or before the next Quarterly Update Date, to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties

on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall, upon request by any other party, deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BROCK WHITE CANADA COMPANY, LLC

By: Mary-Knight Tyler
Name: Mary-Knight Tyler
Title: Assistant Secretary

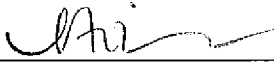
[CSG --- Signature Page to US Patent Security Agreement]

PATENT
REEL: 050597 FRAME: 0617

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Nicole Kroll
Title: Assistant Vice President

SCHEDULE I
to
US PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Patent No.	Issue Date
Brock White Canada Company, LLC	USA	METHOD OF CUTTING INSULATION FOR A PIPE ELBOW	6672192	06-JAN-2004
Brock White Canada Company, LLC	USA	INSULATED EAVE STRUT MEMBER	6003272	21-DEC-1999

Patent Licenses

None.]