

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5755228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Execution Date
NCI GROUP, INC.	10/04/2019

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	500 STANTON CHRISTIANA ROAD
<b>City:</b>	NEWARK
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713

## PROPERTY NUMBERS Total: 2

Property Type	Number
<b>Patent Number:</b>	9534441
<b>Application Number:</b>	15285662

## CORRESPONDENCE DATA

**Fax Number:** (212)909-6836

*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.*

**Phone:** 212-909-6000

**Email:** trademarks@debevoise.com

**Correspondent Name:** BRETT M. NOVICK, ESQ.

**Address Line 1:** 919 THIRD AVENUE

**Address Line 2:** DEBEVOISE & PLIMPTON LLP

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	23832-1215
<b>NAME OF SUBMITTER:</b>	BRETT M. NOVICK
<b>SIGNATURE:</b>	/Brett Novick/
<b>DATE SIGNED:</b>	10/04/2019

## Total Attachments: 5

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CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN PATENTS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS** (the “Agreement”), dated as of October 4, 2019, made by NCI Group, Inc., a Nevada corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of November 16, 2018, in favor of the Collateral Agent, the Grantor became a party to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals,

have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCI GROUP, INC.

By: 

Name: Todd R. Moore

Title: Executive Vice President, Chief  
Legal, Risk & Compliance Officer and  
Corporate Secretary

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:   
Name: Peter S. Produn  
Title: Executive Director

SCHEDULE I

PATENTS

<u>Owner</u>	<u>Patent No./ Application No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
NCI Group, Inc.	9534441	Interlocking Rolling Sheet Door System	01/06/2015	01/03/2017
NCI Group, Inc.	15285662	Interlocking Rolling Sheet Door System	10/05/2016	(Pending)