

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5758616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NOVA WILDCAT SHUR-LINE HOLDINGS, INC.	10/04/2019
NOVA WILCAT SHUR-LINE, LLC	10/04/2019
WORLD AND MAIN (CRANBURY), LLC	10/04/2019
CRAIG ELECTRONICS	10/04/2019
NEWTECH ELECTRONICS INDUSTRIES, INC.	10/04/2019

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	16152110
PCT Number:	US2018054695
Application Number:	16447425
Application Number:	29695618
Application Number:	16547228
Application Number:	16019401
Patent Number:	D850592

CORRESPONDENCE DATA

Fax Number: (215)832-5619

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.

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Correspondent Name: TIMOTHY D. PECSENYE

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Address Line 2: 8TH FLOOR

PATENT

Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-18064
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/08/2019
Total Attachments: 6 source=Patent Security Agreement - Execution Version#page1.tif source=Patent Security Agreement - Execution Version#page2.tif source=Patent Security Agreement - Execution Version#page3.tif source=Patent Security Agreement - Execution Version#page4.tif source=Patent Security Agreement - Execution Version#page5.tif source=Patent Security Agreement - Execution Version#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of October 4, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC Bank, National Association, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the each member of the Lender Group and the Bank Product Providers (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 24, 2018 (as the same may be or has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by and among Nova Wildcat Shur-Line, LLC, World and Main (Cranbury), LLC, World and Main (Air), LLC, Newtech Electronics Industries, Inc. and Craig Electronics Inc., as Borrowers (collectively, the "Borrower"), HBC Chemical LLC, Nova Wildcat Shur-Line Holdings, Inc. and HBC Holdings LLC, as Guarantors, the Lenders from time to time party thereto and Agent, 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 the Guarantors have agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Credit Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "Patent Collateral"):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Agent.

Section 4. Credit Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their patents and patent licenses subject to a security interest hereunder.

Section 6. [Reserved]

Section 7. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the other Lenders that Schedule 1 sets forth a full, complete and correct list of all Patent Collateral owned by Grantors as of the date hereof.

Section 8. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Patent Security Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any of the other Loan Documents or otherwise available to Agent as a secured creditor at law or in equity, Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Patent Collateral.

Section 9. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Patent Security Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Patent Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Patent Collateral, and in each case to file or record with the United States Patent and Trademark Office, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 10. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 12. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

NOVA WILDCAT SHUR-LINE, LLC

By: 

Name: David Williamson

Title: Secretary

WORLD AND MAIN (CRANBURY), LLC.

By: 

Name: David Williamson

Title: Secretary

CRAIG ELECTRONICS INC.

By: 

Name: David Williamson

Title: Secretary

NEWTECH ELECTRONICS INDUSTRIES, INC.

By: 

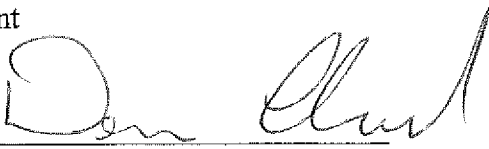
Name: David Williamson

Title: Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Dennis Cloud

Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 050650 FRAME: 0512

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Grantor	Title	Patent #	Issue Date	Application Number	Filed Date
Nova Wildcat Shur-Line, LLC	ROLLER COVER CORE AND METHOD OF MANUFACTURE			16/152,110	2018-10-04
Nova Wildcat Shur-Line, LLC	ROLLER COVER CORE AND METHOD OF MANUFACTURE			Pct/Us2018/054695	2018-10-05
Nova Wildcat Shur-Line, LLC	LIGHT ASSEMBLY INCLUDING AN ADAPTER TO COUPLE TO A WORK IMPLEMENT			16/447,425	2019-06-20
Nova Wildcat Shur-Line, LLC	LIGHT ASSEMBLY			29/695,618	2019-06-20
Nova Wildcat Shur-Line, LLC	PAINT APPLICATOR ASSEMBLY			16/547,228	2019-06-21
Nova Wildcat Shur-Line, LLC	PAINT EDGING SYSTEM AND APPARATUS			16/019,401	2019-06-26
Nova Wildcat Shur-Line, LLC	PAINT EDGING SYSTEM AND APPARATUS	2545001	2010-07-06	2545001	2003-11-13
World and Main (Cranbury), LLC	PEDESTAL HEATER	D850,592	4-Jun-19	29/572,233	26-Jul-16