

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5789276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
P&F INDUSTRIES, INC.	10/25/2019
FLORIDA PNEUMATIC MANUFACTURING CORPORATION	10/25/2019
HY-TECH MACHINE, INC.	10/25/2019
JIFFY AIR TOOL, INC.	10/25/2019
ATSCO HOLDINGS CORPORATION	10/25/2019
BONANZA PROPERTIES CORP.	10/25/2019
COUNTRYWIDE HARDWARE, INC.	10/25/2019
EMBASSY INDUSTRIES, INC.	10/25/2019
EXHAUST TECHNOLOGIES, INC.	10/25/2019
CONTINENTAL TOOL GROUP, INC.	10/25/2019
DAVINCI PURCHASE CORP.	10/25/2019

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	1307 WALT WHITMAN ROAD
City:	MELVILLE
State/Country:	NEW YORK
Postal Code:	11747

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8312756
Patent Number:	D432891
Patent Number:	5355673
Patent Number:	5909016
Patent Number:	9925655

CORRESPONDENCE DATA

Fax Number: (704)444-8857

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: 7043432000

Email: twitcher@mcguirewoods.com
Correspondent Name: TERRY L. WITCHER, SENIOR PARALEGAL
Address Line 1: MCGUIREWOODS LLP
Address Line 2: 201 N. TRYON STREET, SUITE 3000
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2058030-0004

NAME OF SUBMITTER: TERRY L. WITCHER, PARALEGAL

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 10/25/2019

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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JOINDER AGREEMENT AND SUPPLEMENT TO PATENT SECURITY AGREEMENT

This JOINDER AGREEMENT AND SUPPLEMENT TO PATENT SECURITY AGREEMENT (this "Agreement"), is dated as of October 25, 2019, among (i) **P&F INDUSTRIES, INC.**, a Delaware corporation, **FLORIDA PNEUMATIC MANUFACTURING CORPORATION**, a Florida corporation, **HY-TECH MACHINE, INC.**, a Delaware corporation, **JIFFY AIR TOOL, INC.**, a Delaware corporation, **ATSCO HOLDINGS CORPORATION**, a Delaware corporation, **BONANZA PROPERTIES CORP.**, a Delaware corporation, a Delaware corporation, **COUNTRYWIDE HARDWARE, INC.**, a Delaware corporation, **EMBASSY INDUSTRIES, INC.**, a New York corporation, and **EXHAUST TECHNOLOGIES, INC.**, a Delaware corporation (collectively, "Existing Grantors"), (ii) **CONTINENTAL TOOL GROUP, INC.**, a Delaware corporation ("CTG"), and **DAVINCI PURCHASE CORP.**, a Delaware corporation ("DaVinci"); CTG and DaVinci, each a "New Grantor", and collectively, "New Grantors"; New Grantors and Existing Grantors, each a "Grantor" and collectively, "Grantors"; and (iii) **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as agent for the Secured Parties (as defined in the Loan Agreement (defined below)) (together with its successors in such capacity, "Agent"). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Patent Security Agreement (defined below).

A. Existing Grantors and certain of their affiliates are parties to a Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In connection with the Loan Agreement, Agent, Existing Grantors, Green Manufacturing, Inc., a Delaware corporation ("Green"), Pacific Stair Products, Inc., a Delaware corporation ("Pacific"), WILP Holdings, Inc., a Delaware corporation ("WILP"), and Woodmark International, L.P., a Delaware limited partnership ("Woodmark", and together with Green, Pacific and WILP, "Former Grantors") entered into a Patent Security Agreement dated as of August 5, 2017 (as at any time amended prior to the date hereof, the "Patent Security Agreement").

C. Prior to the date hereof, Former Grantors dissolved and Agent released its liens on all personal property of Former Grantors.

D. Pursuant to transactions consummated on or before the date hereof, Grantors and Agent entered into a Consent, Joinder and Amendment No. 8 to Second Amended and Restated Loan and Security Agreement dated on or about the date hereof (the "Loan Agreement Joinder") pursuant to which, among other things, DaVinci joined the Loan Agreement as a "Guarantor", and in connection therewith, granted to Agent a security interest and lien in all personal property of DaVinci, including, without limitation, all U.S. Patents (as defined below).

E. A condition to the effectiveness of the Loan Agreement Joinder is the execution and delivery of this Agreement by Grantors.

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

1. By its signature below, each New Grantor hereby agrees that it is a "Grantor" under, bound by and subject to all of the provisions of the Patent Security Agreement, as amended by this Agreement, with the same force and effect as if such New Grantor was an original signatory thereto and a "Grantor" thereunder on the effective date thereof, and such New Grantor hereby agrees to abide by and perform all of its obligations as a "Grantor" under the Patent Security Agreement, as amended by this Agreement. Each reference to a "Grantor" in the Patent Security Agreement, as amended by this Agreement, shall be

understood to mean and include each New Grantor as well as Existing Grantors. The terms of the Patent Security Agreement are hereby incorporated into this Agreement by reference.

2. Schedule A attached to this Agreement sets forth all patents, applications for patent, continuations, divisions and continuations-in-part in any of the foregoing, all registrations thereof (if any) and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof (collectively, "U.S. Patents") owned by a Grantor that were not otherwise disclosed on Schedule I to the Patent Security Agreement. Schedule A attached hereto supplements, and does not replace, Schedule I attached to the Patent Security Agreement as in effect prior to the date hereof.

3. Each Grantor pledges and grants to Agent for the benefit of Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Patents and all proceeds thereof, which lien and security interest shall secure the Obligations (as defined in the Loan Agreement). The security interests granted pursuant to this Agreement are granted in conjunction with the lien and security interest granted to Agent pursuant to (a) with respect DaVinci, the Loan Agreement Joinder and Loan Agreement and (b) with respect to all other Grantors, the Loan Agreement.

4. Each Grantor represents and warrants to Agent that this Agreement has been duly authorized, executed and delivered by such Grantor and constitutes a legal, valid and binding obligation of such Grantor enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. The Patent Security Agreement (prior giving effect to this Amendment) inadvertently referred to the "Third Amended and Restated Loan and Security Agreement dated as of April 5, 2017" instead of the "Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017". The parties acknowledge that all references in the Patent Security Agreement to the "Loan Agreement" are intended to be and shall be deemed to be references to the "Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017".

6. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to amend or modify any provision of the Patent Security Agreement, which shall remain in full force and effect. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Agreement shall be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

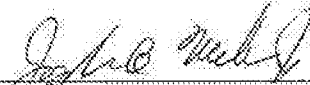
7. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering on or more counterparts.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

NEW GRANTORS:

CONTINENTAL TOOL GROUP, INC.

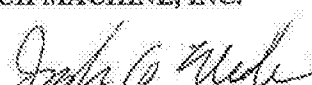
By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

DAVINCI PURCHASE CORP.


By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

EXISTING GRANTORS:

**P&F INDUSTRIES, INC.
FLORIDA PNEUMATIC MANUFACTURING
CORPORATION
HY-TECH MACHINE, INC.**

By: 
Name: Joseph A. Molino, Jr.
Title: Vice President


**JIFFY AIR TOOL, INC.
ATSCO HOLDINGS CORPORATION
BONANZA PROPERTIES CORP.
COUNTRYWIDE HARDWARE, INC.
EMBASSY INDUSTRIES, INC.
EXHAUST TECHNOLOGIES, INC.**

By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

[Joinder Agreement and Supplement to Parent Security Agreement]

ACCEPTED AND AGREED.

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By: 
Name: Micah Spellman
Title: Director

SCHEDULE A

U.S. Patents

Grantor	Patent	Status in Patent Office	Country	Application/ Patent No.	Issue/Grant Date
Hy-Tech Machine, Inc.	HYDROPNEUMATIC RIVETER	Issued	U.S.	8,312,756	November 20, 2012
Exhaust Technologies, Inc.	TOOL HANDLE	Issued	U.S.	D432891	October 31, 2000
Exhaust Technologies, Inc.	EXHAUST VALVE	Issued	U.S.	5,355,673	October 18, 1994
Exhaust Technologies, Inc.	PNEUMATIC HAND TOOL EXHAUST MUFFLER	Issued	U.S.	5,909,016	June 1, 1999
Exhaust Technologies, Inc.	MUFFLER FOR PNEUMATIC POWER TOOL AND PNEUMATIC POWER TOOL INCORPORATING THE SAME	Issued	U.S.	9,925,655	March 27, 2018