

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5827912

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SWISSTRAX, LLC	10/31/2019
RECEIVING PARTY DATA		
Name:	SUNTRUST BANK	
Street Address:	3333 PEACHTREE ROAD	
Internal Address:	3RD FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D866006
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:	800-494-5225	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	STEWART WALSH	
Address Line 1:	1025 VERMONT AVE NW, STE 1130	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	1154618 PAT	
NAME OF SUBMITTER:	LORI L. LEBERMAN	
SIGNATURE:	/Lori L. Leberman/	
DATE SIGNED:	11/19/2019	
Total Attachments: 5		
source=05. Patent Security Agreement (SwissTrax)#page1.tif		
source=05. Patent Security Agreement (SwissTrax)#page2.tif		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 31, 2019, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

W I T N E S S E T H:

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

WHEREAS, on or about the date hereof the Grantor has been joined as a party to a Guaranty and Security Agreement dated July 10, 2018 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral");

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

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

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patents Licenses subject to a security interest hereunder.

Section 5. 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 6. 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 Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SWISSTRAX, LLC
a Georgia limited liability company
as Grantor

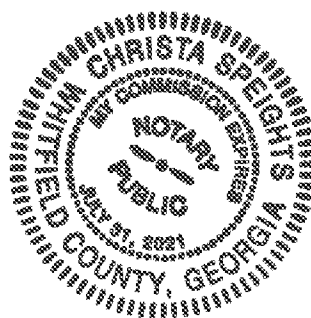
By: 
Name: Ronald L. Bennett
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

State of Georgia)
County of Whitfield) ss.

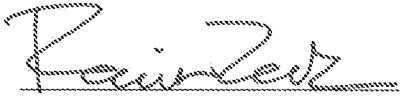
On this 31st day of October, 2019 before me personally appeared Ronald L. Bennett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SwissTrax, LLC who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public



ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Rainer Zeck
Title: Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

<u>Loan Party</u>	<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Registration Date</u>
Swiss Trax, LLC	Patent application for Modular Flooring Tile.	29709602, as continuation of U.S. Design Patent Application Serial No. 29/579,724	October 16, 2019	Patent D866006 Dickinson POA	Pending

3. PATENT LICENSES

None.