

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5829511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
R.J. DOUGHERTY ASSOCIATES LLC	11/15/2019
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK
Street Address:	825 BALLOUGH ROAD
Internal Address:	SUITE 220
City:	DAYTONA BEACH
State/Country:	FLORIDA
Postal Code:	32114
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10246164
Patent Number:	9446818
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>	
Email:	Trademarks@agg.com
Correspondent Name:	ANUJ DESAI / ARNALL GOLDEN GREGORY LLP
Address Line 1:	171 17TH STREET NW
Address Line 2:	SUITE 2100
Address Line 4:	ATLANTA, GEORGIA 30363
ATTORNEY DOCKET NUMBER:	14686.215
NAME OF SUBMITTER:	ANUJ DESAI
SIGNATURE:	/Anuj Desai/
DATE SIGNED:	11/20/2019
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 15, 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 November 2, 2015 (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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 2, 2015 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to 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 and the Administrative Agent to make Loans under the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, 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 pledges and assigns as security 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 Patent 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.

Section 7. Termination. This Patent Security Agreement and the grant of a security interest in this Patent Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Payment in Full Date (as defined in the Guaranty and Security Agreement), whereupon this Patent Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and the Administrative Agent shall, at the written request and the expense of the Borrowers, promptly release, reassign and transfer Patent Collateral to the Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Patent Security Agreement to be of no further force or effect.

[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,

R. J. DOUGHERTY ASSOCIATES LLC
a Florida limited liability company
as Grantor


By:  _____

Name: Brian Bohunicky

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Randall G. Ward
Title: SVP, Commercial Relationship Manager

ACKNOWLEDGMENT OF GRANTOR

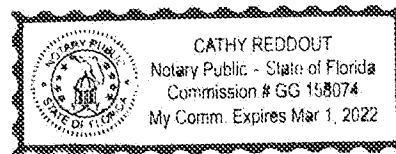
State of Florida)

County of Volusia)

ss.

On this 11th day of November, 2019 before me personally appeared Brian Bohunicky, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of R. J. Dougherty Associates LLC, a Florida limited liability company, 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 sole member and that he acknowledged said instrument to be the free act and deed of said company.

Cathy Reddout
Notary Public



SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Patent</u>	<u>Inventor</u>	<u>Patent Number</u>	<u>Issue Date</u>
Sliding Boat Windshield	Joseph Flota	10246164	04/02/2019
Secondary Navigation Station	Stephen Dougherty, Joseph Baker Flota	9446818	09/20/2016

2. PATENT APPLICATIONS

None.

3. PATENT LICENSES

None.