

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5866889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROMAN PRODUCTS, LLC	12/11/2019
RECEIVING PARTY DATA	
Name:	TCF CAPITAL FUNDING, A DIVISION OF TCF NATIONAL BANK
Street Address:	71 S. WACKER DRIVE, STE 2110
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5531919
Patent Number:	5698052
Patent Number:	7476430
Patent Number:	6894095
Application Number:	12854568
Application Number:	11343172
Application Number:	12352898
Application Number:	14696262
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<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:	3122013865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	SHARON PATTERSON, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD., 55 E. MONROE ST.
Address Line 2:	STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7138.022
NAME OF SUBMITTER:	SHARON PATTERSON
SIGNATURE:	/sharon patterson/

PATENT

DATE SIGNED:	12/13/2019
Total Attachments: 7 source=11. Patent_Security_Agreement#page1.tif source=11. Patent_Security_Agreement#page2.tif source=11. Patent_Security_Agreement#page3.tif source=11. Patent_Security_Agreement#page4.tif source=11. Patent_Security_Agreement#page5.tif source=11. Patent_Security_Agreement#page6.tif source=11. Patent_Security_Agreement#page7.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of December 11, 2019 by Roman Products, LLC a Delaware limited liability company ("Grantor"), in favor of TCF Capital Funding, a division of TCF National Bank ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the other parties thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Grantor, Grantee and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

1. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

2. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Patent of Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

3. Restrictions on Future Agreements. Grantor agrees that until the Liabilities have been paid in full pursuant to the terms of the Credit Agreement, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

2. New Patents. If, before the Liabilities have been paid in full pursuant to the terms of the Credit Agreement, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Patents.

3. Duties of Grantor. Grantor shall (i) file and prosecute diligently any and all patent applications pending as of the date hereof or hereafter for Patents which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) make application on unpatented but patentable inventions, which are necessary or reasonably desirable in the conduct of Grantor's business, (iii) preserve and maintain all rights in the Patents, which are necessary or reasonably desirable in the conduct of Grantor's business, and (iv) ensure that the Patents necessary or reasonably desirable in the conduct of Grantor's business are and remain enforceable.

4. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at

the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

5. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Credit Agreement or the Security Agreement or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full pursuant to the terms of the Credit Agreement. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

4. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

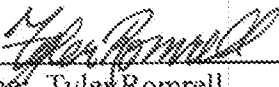
5. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ROMAN PRODUCTS, LLC,
a Delaware limited liability company


By: _____

Name: Tyler Romrell

Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

TCF NATIONAL BANK

By: 
Name: *Kevin C. Nowak*
Title: *Senior Vice President*

SCHEDULE 1

PATENTS

[see attached]

Patents

As of 12/12/2019

Country	Description	Inventor(s) listed	Patent Number	Application Number	Filed	Issued	Expiration Date/ Scheduled Expiration	Notes
USA	Wallpaper Stripper	Gerald M Russo Kardar M. Majeed Merle L. Houck	5531919	08/410836	1995-05-27	1996-07-02	2015-05-27	
USA	Wallpaper Adhesive	Gerald M Russo Kardar M. Majeed Merle L. Houck Jack L. Gogek	5698052	08/499208	1995-07-07	1997-12-16	2015-07-07	
USA	Flexible Paint for Walls and Ceilings	Merle L. Houck Gerald Russo	7476430	11/039247	2005-01-18	2009-01-13	2017-02-10	Patent Expired Due to NonPayment of Maintenance Fees Under 37 CFR 1.362
Australia	Water-Based Faux Finish and Methods	Gerald M Russo Merle L. Houck	2007210285	2007210285	2007-01-10	2011-05-12	2015-07-24	Patent expired Did not pay a renewal fee within the prescribed time
USA	Color-changing wallpaper adhesive primer/activator	Gerald M Russo Merle L. Houck Robert Puchalksi	6894095	10/197,195	2002-07-17	2005-05-17	2009-06-15	Patent Expired Due to NonPayment of Maintenance Fees Under 37 CFR 1.362 Status Date: 06-15-2009
USA	Flexible paint for walls and ceilings	Merle Houck Gerald Russo	N/A Patent Never Issued	12/854568	2010-08-11	N/A Patent Never Issued	2012-06-14	Abandoned -- Failure to Respond to an Office Action Status Date: 06-14-2012
USA	Water-based faux finish and methods	Merle Houck Gerald M. Russo	N/A Patent Never Issued	11/343172	2006-01-30	N/A Patent Never Issued	2010-10-25	Abandoned -- Failure to Respond to an Office Action Status Date: 10-25-2010
USA	Flexible paint for walls and ceilings	Merle Houck Gerald Russo	N/A Patent Never Issued	12/352898	2009-01-13	N/A Patent Never Issued	2010-10-25	Abandoned -- Failure to Respond to an Office Action Status Date: 10-25-2010
USA	Flexible straightedge and level	Dennis Skrabak	N/A Patent Never Issued	14/696262	2015-04-24	N/A Patent Never Issued	2017-03-31	Abandoned -- Failure to Respond to an Office Action Status Date: 03-31-2017

US Data Source: <https://portal.uspto.gov/pat/PatentPat>

Australia Data Source: <http://patents.australia.gov.au/oa/inspaf/quickSearch.do>

PATENT

RECORDED: 12/13/2019

REEL: 051276 FRAME: 0490