

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5917563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KINETICS NOISE CONTROL, INC.	01/17/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	30 SOUTH WACKER DRIVE, SUITE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9316279
Patent Number:	8549809
Patent Number:	8347585
Patent Number:	7093814
Patent Number:	7028969
Patent Number:	7028432
Patent Number:	5992561
Patent Number:	5653426
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3127018637
<b>Email:</b>	IPDocket@mayerbrown.com
<b>Correspondent Name:</b>	WILLIAM R. SIEGEL, MAYER BROWN LLP
<b>Address Line 1:</b>	71 S. WACKER DRIVE
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	19612055
<b>NAME OF SUBMITTER:</b>	WILLIAM R. SIEGEL
<b>SIGNATURE:</b>	/william r siegel/

<b>DATE SIGNED:</b>	01/17/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 5</b> source=8. Patent Security Agreement (Kinetics Acquisition)#page1.tif source=8. Patent Security Agreement (Kinetics Acquisition)#page2.tif source=8. Patent Security Agreement (Kinetics Acquisition)#page3.tif source=8. Patent Security Agreement (Kinetics Acquisition)#page4.tif source=8. Patent Security Agreement (Kinetics Acquisition)#page5.tif	

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of January 17, 2020, is made by KINETICS NOISE CONTROL, INC., an Ohio corporation (“Grantor”), in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below (“Lenders”). Capitalized terms used but not defined herein shall have the respective meaning given thereto in the Collateral Agreement referred to below, and if not defined therein, the respective meanings given thereto in the Credit Agreement referred to below.

WHEREAS, Grantor owns the patents and patent applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Catalyst Acoustics Group, Inc., a Delaware corporation (f/k/a Sound Seal Group, Inc.) (“Holdings”), Catalyst Acoustics Holdings, Inc., a Delaware corporation (f/k/a Sound Seal Holdings, Inc.) (“Borrower”), Lenders and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether presently existing or hereafter arising or acquired:

(a) any and all letters patent and applications for letters patent owned by Grantor, including, without limitation, each patent and patent application listed on Schedule 1 hereto;

(b) all reissues, extensions, divisions, continuations and continuations-in-part of any of the foregoing; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent listed on Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

**KINETICS NOISE CONTROL, INC.**, as Grantor

By: 

Name: Jackson Clay Hunter

Title: Vice President

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 051547 FRAME: 0919**



**SCHEDULE 1**  
to  
**Patent Security Agreement**

**PATENTS**

<u>Grantor</u>	<u>Title</u>	<u>Patent No.</u>	<u>Registration Date</u>
Kinetics Noise Control, Inc.	VIBRATION ISOLATOR WITH LOW ELEVATION SEISMIC RESTRAINT	9,316,279	April 19, 2016
Kinetics Noise Control, Inc.	VIBRATION ISOLATION MOUNTING CLIP	8,549,809	October 8, 2013
Kinetics Noise Control, Inc.	MODULAR SEISMICALLY RESTRAINED DISTRIBUTION SYSTEM AND METHOD OF INSTALLING THE SAME	8,347,585	January 8, 2013
Kinetics Noise Control, Inc.	VIBRATION ISOLATING MOUNT	7,093,814	August 22, 2006
Kinetics Noise Control, Inc.	SEISMICALLY RESTRAINED VIBRATION ISOLATING MOUNTING DEVICE	7,028,969	April 18, 2006
Kinetics Noise Control, Inc.	COMPACT CEILING ISOLATION HANGER	7,028,432	April 18, 2006
Kinetics Noise Control, Inc.	SOUND ABSORBER, ROOM AND METHOD OF MAKING	5,992,561	November 30, 1999
Kinetics Noise Control, Inc.	SELF-CENTERING SPRING HANGER ASSEMBLY	5,653,426	August 5, 1997

**PATENT APPLICATIONS**

None.