

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5948241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
W.M. BARR & COMPANY, INC.	01/31/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	FIFTH THIRD CENTER
<b>Internal Address:</b>	38 FOUNTAIN SQUARE PLAZA
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8076414
<b>Application Number:</b>	16154032
<b>Application Number:</b>	16157273
<b>Application Number:</b>	16394457
<b>Application Number:</b>	16426401
<b>Application Number:</b>	15655221
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(888)829-2819
<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>	3122883586
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com
<b>Correspondent Name:</b>	NANCY HELM BROWN
<b>Address Line 1:</b>	2929 ALLEN PKWY
<b>Address Line 2:</b>	SUITE 3300
<b>Address Line 4:</b>	HOUSTON, TEXAS 77019
<b>NAME OF SUBMITTER:</b>	GREGORY T. PEALER
<b>SIGNATURE:</b>	/Gregory T. Pealer/
<b>DATE SIGNED:</b>	02/05/2020

**Total Attachments: 5**

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

W.M. Barr & Company, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) January 31, 2020

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Fifth Third Bank, National Association, as Agent

Internal Address: \_\_\_\_\_

Street Address: Fifth Third Center

38 Fountain Square Plaza

City: Cincinnati

State: OH

Country: USA Zip: 45263

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

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

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: c/o Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4315339

Email Address: pealer@chapman.com

**6. Total number of applications and patents involved: 6**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_


- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

February 4, 2020

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT COLLATERAL AGREEMENT

This 31st day of January, 2020, W.M. Barr & Company, Inc., a Tennessee corporation (*"Debtor"*) with its principal place of business and mailing address at 6750 Lenox Center Court, Suite 200, Memphis, Tennessee 38115, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, National Association (*"Fifth Third"*), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the *"Administrative Agent"*), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and


(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of January 31, 2020 among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the *"Security Agreement"*).

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

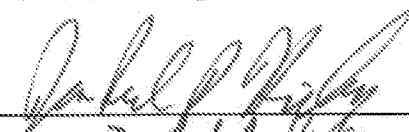
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

W.M. BARR & COMPANY, INC.

By  \_\_\_\_\_  
Name Joe Lyons  
Title Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By   
Name Jon A. B. B. B.  
Title Vice President

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

**FEDERAL PATENT REGISTRATIONS**

TITLE	REG./SERIAL NO.	ISSUE/FILING DATE
ADHESION PROMOTER COMPOSITION	8076414	12/13/2011

**PENDING FEDERAL PATENT APPLICATIONS**

TITLE	REG./SERIAL NO.	ISSUE/FILE DATE
AUTOMOTIVE PAINT REMOVER COMPOSITION AND METHOD OF MAKING	16/154032	10/09/2017
ENCAPSULATED FRAGRANCE IN COMPRESSED TABLET	16/157273	10/11/2018
PAINT REMOVER HAVING REDUCED FLAMMABILITY	16/394457	04/25/2019
SPILL RESISTANT AND MOISTURE ABSORBING DEVICE	16/426401	05/30/2019
SPILL RESISTANT REFILLABLE MOISTURE ABSORBER	15/655221	07/20/2017