

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6041685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SURE FOOT CORPORATION	03/24/2020
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 FIFTH AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6836977
Patent Number:	7409782
Patent Number:	9161593
Application Number:	29657177
Patent Number:	RE42965
Patent Number:	RE44193
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	3125778034
Email:	oscar.ruiz@katten.com
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-00314
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/01/2020
Total Attachments: 11	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the “Agreement”) made as of March 24, 2020 by **SURE FOOT CORPORATION**, a North Dakota corporation (the “Grantor”) in favor of **GOLUB CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantee, the Lenders from time to time party thereto, SureWerx Intermediate Company, a Delaware corporation, as a Guarantor, the other Guarantors party thereto, SureWerx USA Inc., an Illinois corporation (the “US Borrower”) and Jet Equipment & Tools Ltd., a federal Canadian corporation (together with the US Borrower, the “Borrower”), are parties to that certain Credit and Guaranty Agreement dated as of November 1, 2018 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security and Pledge Agreement (US) (as defined in the Credit Agreement)); and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by the Grantor in favor of Grantee, the Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of the Grantor including, among other things, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired: (i) all United States letters patent referred to in Schedule 1 annexed hereto and all reissues and extensions thereof, (ii) all applications for letters patent of the United States referred to in Schedule 1 annexed hereto and all divisions, continuations and continuations-in-part thereof ((i) and (ii), collectively, “Patents”), (iii) any agreement, written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent (collectively, the “Patent Licenses”) and (iv) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement (US)));

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, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantor provided for or created under any other Security Document, the Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby

reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in the Grantor's entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement (US))) being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Patents, including each Patent License and Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

3. Agreement to Deliver Supplements. The Grantor hereby covenants and agrees that, in connection with the delivery by the Grantor of the Compliance Certificate required to be delivered by the Grantor under Section 4.1(c) of the Credit Agreement in connection with the financial statements of the Grantor and its affiliates, the Grantor shall (i) provide Grantee a listing of any new registered Patent or Patent License (including any new Patent application and any new Patent registered with respect to any Patent application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Patents") acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Patents on Schedule A thereto, pursuant to which said Grantor shall grant and reconfirm the grant of a security interest in such New Patents and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. [Reserved].

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Patent Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Miscellaneous. The terms and provisions of Article 9 (Expenses and Indemnity), Sections 12.1 (Survival), 12.2 (No Waivers), 12.3 (Notices), 12.4 (Severability), 12.7 (Headings), 12.10 (SUBMISSION TO JURISDICTION), 12.11 (WAIVER OF JURY TRIAL), 12.13 (Counterparts; Integration) and 12.14 (No Strict Construction) of the Credit Agreement and

Section 11 (Continuing Agreement) of the Security and Pledge Agreement (US) are hereby incorporated by reference and shall apply to this Assignment, mutatis mutandis, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

(Signature Page to Patent Security Agreement)

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR: **SURE FOOT CORPORATION**
a North Dakota corporation

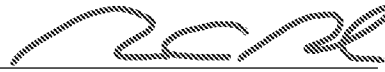
By: Constantine P. Elefter
Name: Constantine Elefter
Title: Vice President

(Signature Page to Patent Security Agreement)

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

GOLUB CAPITAL LLC, as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1
to
Patent Security Agreement

U.S. PATENT REGISTRATIONS

TITLE	APPLN NO.	FILED	Patent No.	GRANT DATE
Anti-Slip Overshoe	10/314,913	12/9/2002	6836977	01/04/2005
Anti-Slip Overshoe	11/061,036	2/18/2005	7409782	08/12/2008
Heel Traction Aid and Method of Manufacture Therefor	13/212,007	8/17/2011	9161593	10/20/2015
Mid-Sole Cleat	29/657,177	7/19/2018		Pending
Anti-Slip Overshoe	11/566,779	12/5/2006	RE42965	11/29/2011
Replaceable Spikes for Anti-Slip Overshoe	12/713,075	2/25/2010	RE44193	05/07/2013

U.S. PATENT APPLICATIONS

None.

EXHIBIT A

SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20___ by **SURE FOOT CORPORATION**, a North Dakota corporation ("Grantor") in favor of **GOLUB CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Patent Agreement referenced below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, SureWerx Intermediate Company, a Delaware corporation, as a Guarantor, the other Guarantors party thereto, SureWerx USA Inc., an Illinois corporation (the "US Borrower") and Jet Equipment & Tools Ltd., a federal Canadian corporation (together with the US Borrower, the "Borrower"), are parties to that certain Credit and Guaranty Agreement dated as of November 1, 2018 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantors and Grantee are parties to that certain Patent Security Agreement dated as of March 24, 2020 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Patent Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Patent Agreement; and

WHEREAS, pursuant to the Patent Agreement, the Grantor has agreed that in connection with the acquisition by any Grantor of any Patents issued or applied for with the USPTO since the date of the Patent Agreement or any prior supplement thereto (such Patents referred to herein as the "New Patents"), said Grantor shall deliver to Grantee a Supplement to the Patent Agreement in the form of Exhibit A to such Patent Agreement pursuant to which said Grantor shall grant and reconfirm the grant by them of a security interest in all such New Patents and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Patent Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Patents listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and all

products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent, and agrees that all such New Patents and the proceeds thereof shall be included in and be part of the Patent Collateral and otherwise subject to all of the terms and provisions of the Patent Agreement.

2. [Reserved].

3. Incorporation of the Patent Agreement. The terms and provisions of the Patent Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent Agreement, all of the provisions of which Patent Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Patent Agreement shall be a reference to the Patent Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (Expenses and Indemnity), Sections 12.1 (Survival), 12.2 (No Waivers), 12.3 (Notices), 12.4 (Severability), 12.7 (Headings), 12.10 (SUBMISSION TO JURISDICTION), 12.11 (WAIVER OF JURY TRIAL), AND 12.15 (No Strict Construction) of the Credit Agreement and Section 11 (Continuing Agreement) of the Security and Pledge Agreement (US) are hereby incorporated by reference and shall apply to this Agreement, mutatis mutandis, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

(Signature Page to Supplement to Patent Security Agreement)

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Patent Security Agreement as of the day and year first hereinabove set forth.

GRANTOR: **SURE FOOT CORPORATION**, a North Dakota corporation

By: _____
Name:
Title:

(Signature Page to Supplement to Patent Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

GOLUB CAPITAL LLC, as
Administrative Agent

By: _____
Name:
Title:

**SCHEDULE A TO SUPPLEMENT TO PATENT SECURITY AGREEMENT
DATED _____**

Patent Applications

Patent/Service Mark	Serial Number	Filing Date	Goods/Services

Patents

Patent/Service Mark	Registration Number	Registration Date	Goods/Services