

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6055971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DIMEX LLC	04/01/2020
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 SOUTH WACKER DRIVE
Internal Address:	26TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 24	
Property Type	Number
Patent Number:	D872903
Patent Number:	D872904
Patent Number:	D827872
Patent Number:	D840059
Patent Number:	D843201
Patent Number:	D856788
Patent Number:	D840058
Patent Number:	D800352
Patent Number:	D797319
Patent Number:	D797320
Patent Number:	D776834
Patent Number:	D773074
Patent Number:	D733936
Patent Number:	D748822
Patent Number:	D748823
Patent Number:	D612072
Patent Number:	D606670
Patent Number:	D586005
Patent Number:	D548368

Property Type	Number
Patent Number:	D543286
Patent Number:	D541952
Application Number:	62818927
Application Number:	29635740
Application Number:	15949236

CORRESPONDENCE DATA

Fax Number: (216)363-4588

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.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: DUNCAN H. POIRIER

Address Line 1: BENESCH FRIEDLANDER COPLAN & ARONOFF LLP

Address Line 2: 200 PUBLIC SQUARE, SUITE 2300

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	73469-1
NAME OF SUBMITTER:	DUNCAN H. POIRIER
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	04/10/2020

Total Attachments: 15

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of April 1, 2020, is made by and between DIMEX LLC, a Delaware limited liability company (the “Company”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”).

Recitals

A. Company, certain Affiliates of Company and Wells Fargo are parties to that certain Credit Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated as of the date hereof, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and the other Borrowers (as defined in the Credit Agreement).

B. As a condition to extending credit to or for the account of Company and the other Borrowers, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Secured Party” means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

“Secured Obligations” means each and all of the following: (a) the Obligations (including any Bank Product Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the

commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees, Lender Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and (b) any and all expenses (including reasonable counsel fees and expenses) incurred by Secured Party in enforcing any rights under any Loan Document. Without limiting the generality of the foregoing, Secured Obligations shall include all amounts that constitute part of the Secured Obligations and would be owed by any Borrower (as defined in the Credit Agreement) to Secured Party but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving Company or any other Person; provided that, notwithstanding anything to the contrary contained herein, the Secured Obligations shall exclude any Excluded Swap Obligation.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each other Secured Party) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority**. Company is a limited liability company duly formed, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within sixty (60) days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark being actively used by the Company, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time

to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Secured Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement and Security Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights

and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Secured Obligations.

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DIMEX LLC

By: _____

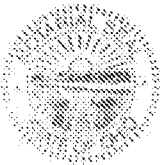
Name: Steven Strife

Title: Chief Executive Officer

STATE OF Ohio)

COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 31st day of March, 2020, by Steven Strife, the Chief Executive Officer of DIMEX LLC, a Delaware limited liability company, on behalf of the company.



KHADIJA L. RYTTER
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 R.C.

Notary Public

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: C MacDonald
Name: Cheri MacDonald
Title: Managing Director

STATE OF Georgia)
COUNTY OF Winnett)

The foregoing instrument was acknowledged before me this 30th day of March, 2020, by Cheri MacDonald, a Managing Director of Wells Fargo Bank, National Association, on behalf of the national association.

[Signature]
Notary Public



[Continuation of Signature Page - Patent and Trademark Security Agreement (Dimex) - Wells/Dimex]

EXHIBIT A

UNITED STATES ISSUED PATENTS

Description	Registration Number	Date Filed	Granting Jurisdiction
Landscape edging	Design Patent No. D872,903	3/28/2018	USPTO
Landscape edging	Design Patent No. D872,904	4/3/2018	USPTO
Paver and landscape edging	Design Patent No. D827,872	6/20/2017	USPTO
Landscape edging	Design Patent No. D840,059	6/20/2017	USPTO
Landscape edging	Design Patent No. D843,201	3/21/2017	USPTO
Edging spike for lawn and pavers	Design Patent No. D856,788	1/10/2019	USPTO
Lawn and paver edging tab designs	Design Patent No. D840,058	1/11/2017	USPTO
Landscape edging tab	Design Patent No. D800,352	4/12/2016	USPTO
Landscape edging	Design Patent No. D797,319	4/6/2016	USPTO
Landscape edging	Design Patent No. D797,320	4/8/2016	USPTO
Lawn and landscape edging and paving restraint	Design Patent No. D776,834	1/6/2015	USPTO
Lawn edging design	Design Patent No. D773,074	9/1/2015	USPTO
Lawn edging design	Design Patent No. D733,936	8/20/2013	USPTO
Lawn edging	Design Patent No. D748,822	3/26/2015	USPTO
Lawn edging	Design Patent No. D748,823	3/27/2015	USPTO
Lawn edging and connector	Design Patent No. D612,072	9/8/2009	USPTO

Lawn edging and connector	Design Patent No. D606,670	3/20/2008	USPTO
Paver restraint	Design Patent No. D586,005	11/16/2007	USPTO
Lawn edging device	Design Patent No. D548,368	10/5/2006	USPTO
Paver restraint	Design Patent No. D543,286	10/6/2005	USPTO
Low profile paver restraint	Design Patent No. D541,952	10/6/2005	USPTO

UNITED STATES PATENT APPLICATIONS

Description	Application Number	Date Filed	Granting Jurisdiction
One and two tab connectors	62/818,927	2/27/2019	USPTO
Molded designs – lattice	29/635,740	4/4/2018	USPTO
Lawn and paving edger spike	15/949,236	4/10/2018	USPTO

FOREIGN ISSUED PATENTS

Description	Registration Number	Date Filed	Granting Jurisdiction
Picket landscape edging	Industrial Design No. 181547	5/24/2018	Canada
Iron replica landscape edging	Industrial Design No. No. 181546	5/24/2018	Canada
Lattice landscape edging	Industrial Design No. No. 181545	5/24/2018	Canada
Combined lawn and landscape edging and paving restraint	Industrial Design No. No. 170571		Canada
Lawn edging	Industrial Design No. No. 159149		Canada
Lawn edging	Industrial Design No. No. 154108		Canada
Lawn edging and connector	Industrial Design No. No. 125745		Canada
Lawn and paving edger spike	Industrial Design No. 177665	9/8/2018	Canada
Landscape edging	Industrial Design No. 170605	8/22/2016	Canada
Combined lawn and paver edging	Industrial Design No. 174527	9/7/2018	Canada
Landscape edging	Industrial Design No. 177663	9/7/2018	Canada
Lawn and paver edging spike	Industrial Design No. 176655	9/7/2018	Canada
Landscape edging	Industrial Design No. 170604	9/20/2017	Canada
Display rack	Industrial Design No. 172646	9/17/2017	Canada

FOREIGN PATENT APPLICATIONS

Description	Application Number	Date Filed	Granting Jurisdiction
Landscape and paver edging spike	3,001,030	4/11/2018	Canada

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Registration Number	Date Filed	Granting Jurisdiction
EDGEPRO	1822774	5/4/1992	USPTO
ARBORGARD+	1857706	5/6/1993	USPTO
EASYFLEX	4530882	6/25/2013	USPTO
LANDSHARK	4909837	12/17/2004	USPTO
HARDSCAPER'S CHOICE	4978995	1/9/2015	USPTO
MOTIONTEX	5639766	3/19/2018	USPTO
DIMEX	4575319	12/6/2013	USPTO
NO-DIG LANDSCAPE EDGING	5337376	6/14/2017	USPTO
NO-DIG EDGING	5343079	6/30/2017	USPTO
EXPERTEDGE	5997572	1/26/2018	USPTO
DIMEX	5550992	4/18/2018	USPTO

APPLICATIONS

Description	Application Number	Date Filed	Granting Jurisdiction
SHOPTEX	88279208	1/28/2019	USPTO
TOOLTEX	88279233	1/28/2019	USPTO
UTILITEX	88279286	1/28/2019	USPTO

WIRETEX	88354312	3/25/2019	USPTO
DIMEX	88357211	3/26/2019	USPTO
CABLE MAN	88362982	3/29/2019	USPTO
LINE BOSS	88362993	3/29/2019	USPTO
TREADTEX	88623238	9/19/2019	USPTO
MECHANIC'S CHOICE	88626493	9/23/2019	USPTO
REBOOT	88649779	10/10/2019	USPTO
WORKFORCE	88649795	10/10/2019	USPTO
WORKHORSE	88650755	10/11/2019	USPTO
KNUCKLE BUSTER	88654355	10/15/2019	USPTO
NO-DIG EDGIING	88226089	12/12/2018	USPTO
NO-DIG LANDSCAPE EDGING	88225120	12/11/2018	USPTO

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

PATENT AND TRADEMARK SECURITY AGREEMENT (DIMEX) - WELLS/DIMEX