

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6133772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
MAURICE ACQUISITION SPE, LLC	01/06/2020
RECEIVING PARTY DATA	
Name:	CIBC BANK USA, AS ADMINISTRATIVE AGENT FOR THE LENDERS
Street Address:	120 S. LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9357757
Patent Number:	D844743
CORRESPONDENCE DATA	
Fax Number:	(919)821-6800
<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:	9198216785
Email:	efrongello@smithlaw.com
Correspondent Name:	EVA GULLICK FRONGELLO
Address Line 1:	P.O. BOX 2611
Address Line 4:	RALEIGH, NORTH CAROLINA 27602
NAME OF SUBMITTER:	EVA GULLICK FRONGELLO
SIGNATURE:	/Eva Gullick Frongello/
DATE SIGNED:	06/02/2020
Total Attachments: 5	
source=(Executed) FINAL US Patent Security Agreement CIBC and MA#page1.tif	
source=(Executed) FINAL US Patent Security Agreement CIBC and MA#page2.tif	
source=(Executed) FINAL US Patent Security Agreement CIBC and MA#page3.tif	
source=(Executed) FINAL US Patent Security Agreement CIBC and MA#page4.tif	
source=(Executed) FINAL US Patent Security Agreement CIBC and MA#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 6, 2020, by MAURICE ACQUISITION SPE, LLC (“**Grantor**”), in favor of CIBC BANK USA, as Administrative Agent for the Lenders (“**Grantee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Secured Promissory Note (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the patent registrations, patent applications and patent licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor has entered into that certain Secured Promissory dated as January 6, 2020(as amended, restated, supplemented or otherwise modified from time to time, the “**Secured Promissory Note**”), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Secured Promissory Note, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1, together with all reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and all goodwill associated therewith;
- (2) each United States patent license, including, without limitation, each patent license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Patent Collateral**”).

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Secured Promissory Note and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee

143970131v1

with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Secured Promissory Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Secured Promissory Note, the Secured Promissory Note shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

MAURICE ACQUISITION SPE, LLC

A handwritten signature in black ink, appearing to read "Patrick R Harvey", written over a horizontal line.

By: _____

Name: Patrick R Harvey

Its: CFO and Secretary

Acknowledged:

CIBC BANK USA, as Agent

By: 

Name: MIKE STANTON

Title: MANAGING DIRECTOR

Schedule 1
to
Patent Security Agreement

Jurisdiction	Title	Registration/ Application Number	Date of Registration/ Application
U.S.	TACKLE BOX WITH INTERCHANGEABLE ROD HOLDING INSERTS	9,357,757	June 7, 2016
U.S.	AERATOR	D844,743	April 2, 2019

Patent Security Agreement