PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6187562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
GROUP III INTERNATIONAL, INC.	06/26/2020

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.	
Street Address:	200 CRESCENT COURT #200	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	D716556
Patent Number:	D712152
Patent Number:	D712151
Patent Number:	8726464
Patent Number:	8517155
Patent Number:	8413808
Patent Number:	8413775
Patent Number:	D644838
Patent Number:	D730057
Patent Number:	D727030
Patent Number:	D731796
Patent Number:	D759458
Patent Number:	9675154
Patent Number:	9241554
Patent Number:	D771947
Patent Number:	D799815
Patent Number:	D809294
Patent Number:	9669658
Patent Number:	D799832
Patent Number:	9961975

PATENT REEL: 053136 FRAME: 0113

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Property Type	Number
Patent Number:	D849403
Patent Number:	9894969
Patent Number:	10299557
Patent Number:	10123601
Patent Number:	10123597
Application Number:	15921772
Application Number:	16163578
Application Number:	16299005
Application Number:	16429009
Application Number:	16438444
Application Number:	29707195

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: WILLIAM R. SIEGEL, MAYER BROWN LLP

Address Line 1: 71 S. WACKER DRIVE
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20647231	
NAME OF SUBMITTER:	WILLIAM R. SIEGEL	
SIGNATURE:	/william r siegel/	
DATE SIGNED: 07/07/2020		
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 16

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SHORT FORM PATENT SECURITY AGREEMENT

THIS SHORT FORM PATENT SECURITY AGREEMENT (this "Patent Security Agreement") dated as of June 26, 2020, is by GROUP III INTERNATIONAL, INC., a Florida corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain General Security Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):
- 2.1 all of its patents, including, without limitation, those referred to on <u>Schedule</u> <u>1</u> hereto;
- 2.2 all goodwill of the business connected with the use of, and symbolized by, each patent; and
- 2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Interpretive Provisions</u>. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.
- Section 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows]

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

GROUP III INTERNATIONAL, INC.

By:____ Name:

John Pulichino

Title:

Executive Chairman

Short Form Patent Security Agreement Signature Page

Acknowledged:

BMO HARRIS BANK N.A.

By: Name: Brian Enzler

Title: Managing Director

Short Form Patent Security Agreement Signature Page

SCHEDULE I TO SHORT FORM PATENT SECURITY AGREEMENT

See Attached.

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PATENT SCHEDULE

Drawing	US Patent #
F16. 1	D716,556
	D712,152
FIG. 3	D712,151

Drawing	US Patent #
312	8,726,464
13 16 2 22 18 18 17 15 16 17 17	8,517,155
21	8,413,808

Drawing	US Patent #
	8,413,775
	D644,838
	D730,057

Drawing	US Patent #
	D727,030
	D731,796
	D759,458

Drawing	US Patent #
112 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15	9,675,154
13 13 14 14 12 12 13 23 23 23 23 23 23 23 23 23 2	9,241,554
	D771,947

Drawing	US Patent #
	D799,815
	D809,294
	9,669,658

Drawing	US Patent #
	D799,832
	9,961,975
	D849,403

Drawing	US Patent #
17 13 14 15 15 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18	9,894,969
	10,299,557
13 13 13 13 13 13 13 13 13 13 13 13 13 1	10,123,601

Drawing	US Patent #
50 51 151 50 50 50 50 50 50 50 50 50 50 50 50 50	10,123,597
200 300 305 305 305 305 305 305 305 305 3	15/921,772
31 312 33 31 312 35 39(391) 34 3123 32 32 32 32 32 32 32 32 32 32 32 32 3	16/163,578

Drawing	US Patent #
160 111 112 150 150 150 150 150 150 150 150 150 150	16/299,005
	16/429,009
21 10 21 20 31 30	16/438,444

Drawing	US Patent #
	29/707,195