506142229 07/07/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6188960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT		

CONVEYING PARTY DATA

Name	Execution Date
TANK HOLDING CORP.	06/18/2020

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS THE COLLATERAL AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		

PROPERTY NUMBERS Total: 5

Property Type	Number		
Patent Number:	6932192		
Patent Number:	7647880		
Patent Number:	8764033		
Patent Number:	9162400		
Patent Number:	D537261		

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS

Address Line 1: 330 N. WABASH AVENUE

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER:	LINDA KASTNER
SIGNATURE:	/LK/
DATE SIGNED:	07/07/2020

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of June 18, 2020, is made by Tank Holding Corp., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tank Holding II LLC, a limited liability company organized under the laws of Delaware ("Holdings"), Tank Holdings II Merger Sub Corp., a corporation incorporated under the laws of Delaware, which entity will be merged with and into Tank Holding Corp., a corporation incorporated under the laws of Delaware (the "Borrower"), the several lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the First Lien Security Agreement, dated as of March 26, 2019 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. The Grantor hereby grants a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

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- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

PATENT REEL: 053144 FRAME: 0587 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Tank Holding Corp.

as Grantor

Name: David W. Gentry

Title: Chief Financial Office

ANTARES CAPITAL LP, as the Collateral

Agent

By: Name: Danielle Attaie

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Country	Title	Patent Number	Filing Date	Issue Date	Status
Tank Holding Corp.	U.S.	Boat stairs bracket	6932192	10/25/02	8/23/05	Active
Tank Holding Corp.	U.S.	Adjustable boat leaning post mounting system	7647880	1/29/08	1/19/10	Active
Tank Holding Corp.	U.S.	Utility truck base reinforcement and method of manufacture	8764033	8/3/11	7/1/14	Active
Tank Holding Corp.	U.S.	Utility truck base reinforcement and method of manufacture	9162400	6/30/14	10/20/15	Active
Tank Holding Corp.	U.S.	Marine chair	D537261	8/26/05	2/27/07	Active

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RECORDED: 07/07/2020