

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6194060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WEATHER SHIELD MFG., INC.	06/30/2020
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A.
Street Address:	111 W. MONROE
Internal Address:	20 WEST
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8701363
Patent Number:	6722089
CORRESPONDENCE DATA	
Fax Number:	(608)283-2275
<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:	608-257-3501
Email:	kateelin@michaelbest.com
Correspondent Name:	KELLY TEELIN
Address Line 1:	1 S. PINCKNEY ST.
Address Line 2:	STE. 700
Address Line 4:	MADISON, WISCONSIN 53703
ATTORNEY DOCKET NUMBER:	063053-0626
NAME OF SUBMITTER:	KELLY TEELIN
SIGNATURE:	/s/ Kelly Teelin
DATE SIGNED:	07/10/2020
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (“**Patent Security Agreement**”), dated as of June 30, 2020, is made by WEATHER SHIELD MFG., INC., a Wisconsin corporation (the “**Grantor**”), in favor of BMO HARRIS BANK N.A., a national banking association (the “**Lender**”).

WHEREAS, Grantor has entered into a Credit and Security Agreement, dated as of even date herewith (the “**Credit Agreement**”), with the Lender and the guarantors from time to time parties thereto (the “**Guarantors**”); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender a first-priority security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a first-priority security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications listed on Schedule 1 attached hereto, together with all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents; and

(d) any and all claims and causes of action, with respect to any of the Patents, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

7. Notices. All written notices and other communications required hereunder shall be sent to addresses as set forth in the Credit Agreement.

[Signature Page Follows]

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

WEATHER SHIELD MFG., INC.

By: 

Name: Mark A. Schield

Title: President

BMO HARRIS BANK N.A.

By: _____

Name: Steven Teufel

Title: Vice President

[Signature Page -- Patent Security Agreement]

PATENT
REEL: 053171 FRAME: 0629

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

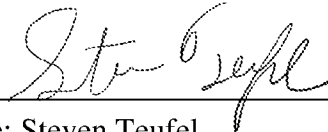
WEATHER SHIELD MFG., INC.

By: _____

Name: Mark A. Schield

Title: President

BMO HARRIS BANK N.A.

By:  _____

Name: Steven Teufel

Title: Vice President

Schedule 1

Patents

See attached.

[Schedule 1 – Patent Security Agreement]

PATENT
REEL: 053171 FRAME: 0631

Patents owned by Weather Shield Mfg., Inc.

	A	B	C	D	E	F	G	H	I
	Reference #	Title	Qty	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration Date
13	232136-316097	Windows, Doors and Glazing Assemblies Therefor	US	13/530,005	7/9/2009	6,701,363	4/22/2014	ISSUED	6/1/2032
14	232133-314802	Concealed Structural Mullion	US	10/182,196	5/21/2002	6,722,088	4/28/2004	ISSUED	5/21/2022

Patents Licenses; Grantor as Licensor- None

Patents Licenses; Grantor as Licensee- None

[Schedule 1 – Patent Security Agreement]