## 506150863 07/13/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6197595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
KWIK TEK INC.	07/13/2020

### **RECEIVING PARTY DATA**

Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT		
Street Address:	555 EAST LANCASTER AVE., SUITE 4		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	D887512	

### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7806

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:** 3128637198

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: NANCY J. BROUGHER, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.091	
NAME OF SUBMITTER:	NANCY BROUGHER	
SIGNATURE:	/njb/	
DATE SIGNED:	07/13/2020	

## **Total Attachments: 5**

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PATENT 506150863 REEL: 053193 FRAME: 0569

# THIRD AMENDMENT TO PATENT SECURITY AGREEMENT (Kwik Tek Inc.)

THIS THIRD AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment") is between Kwik Tek Inc., a Colorado corporation (the "Debtor"), and LBC Credit Agency Services, LLC, in its capacity as agent (the "Secured Party"), and is executed pursuant to that certain Credit Agreement, dated as of January 13, 2017, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

### RECITALS:

In accordance with the terms of the Credit Agreement, pursuant to that certain Pledge and Security Agreement, dated as of January 13, 2017, between the Debtor, the other Loan Parties and the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Patents and Patent Licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

In connection with the Security Agreement, Debtor and Secured Party entered into that certain Patent Security Agreement dated as of January 13, 2017 (as amended, restated, modified or supplemented from time to time, the "Patent Security Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Patent Security Agreement); and

Since the date of execution of the Patent Security Agreement, Debtor has acquired interests in additional Patents and the parties hereto desire to amend the Patent Security Agreement as set forth herein.

#### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Amendment to the Patent Security Agreement</u>. Schedule 1 to the Patent Security Agreement is hereby amended by supplementing Schedule 1 to the Patent Security Agreement to include the information set forth on Schedule 1 attached hereto.

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# 2. Miscellaneous.

- a. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- **b.** Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

[signature pages follow]

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IN WITNESS WHEREOF, the Debtor has caused this Amendment to be duly executed by its duly authorized officer as of the 13th day of July, 2020.

**DEBTOR**:

KWIK TEK INC.

Name: Leland A. Nichols

Title: President & CEO

# SECURED PARTY:

LBC CREDIT AGENCY SERVICES, LLC

Ву:\_\_\_\_ Name:

Senior Vice President Title:

Signature Page to Third Amendment to Patent Security Agreement

**PATENT REEL: 053193 FRAME: 0573** 

# Schedule 1 to Third Amendment to Patent Security Agreement

# **Patents**

PATENT	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
SNOW SKATE	D887,512	06/16/2020	Kwik Tek, Inc.

PATENT REEL: 053193 FRAME: 0574

**RECORDED: 07/13/2020**