

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6222266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
F&S PRECISION HOLDINGS, INC.	07/28/2020
F&S TOOL, INC.	07/28/2020
RECEIVING PARTY DATA	
Name:	EAST WEST BANK
Street Address:	135 N. LOS ROBLES AVE.
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8585392
Patent Number:	9475246
Application Number:	16088794
Application Number:	16544791
Application Number:	16274744
Application Number:	16452057
Application Number:	15856795
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	lvincent@mcguirewoods.com
Correspondent Name:	LIAM VINCENT
Address Line 1:	1750 TYSONS BLVD
Address Line 2:	#1800
Address Line 4:	TYSONS, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	2075948-0018
NAME OF SUBMITTER:	LIAM VINCENT
SIGNATURE:	/Liam Vincent/

DATE SIGNED:	07/28/2020
Total Attachments: 6 source=Active_133486071_1_FS Tool Patent Security Agreement#page1.tif source=Active_133486071_1_FS Tool Patent Security Agreement#page2.tif source=Active_133486071_1_FS Tool Patent Security Agreement#page3.tif source=Active_133486071_1_FS Tool Patent Security Agreement#page4.tif source=Active_133486071_1_FS Tool Patent Security Agreement#page5.tif source=Active_133486071_1_FS Tool Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of July 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “Patent Security Agreement”) is made by F&S PRECISION HOLDINGS, INC., a Delaware corporation (“Parent”), and F&S TOOL, INC., a Pennsylvania corporation (“F&S”, and together with Parent, the “Grantors” and each a “Grantor”) in favor of EAST WEST BANK, as the administrative agent (in such capacity, the “Agent”) for the lenders party to that certain Credit Agreement dated as of the date hereof among the Grantors, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Agent, the “Secured Parties”), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference also is made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Grantors and the other parties from time party thereto in favor of the Agent for the benefit of the Secured Parties.

The Lenders have agreed to extend credit to the Grantors subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Patent Security Agreement and the grant of security interests to the Agent as herein provided. The Grantors will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Patent Security Agreement in order to induce the Lenders to extend such credit.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions; Construction. Terms defined in the Credit Agreement and not otherwise defined in this Patent Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the UCC and not otherwise defined in this Patent Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the UCC. This Patent Security Agreement is an Intellectual Property Security Agreement referred to in the Credit Agreement. This Patent Security Agreement is also one of the “Loan Documents” referred to in the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement shall apply to this Patent Security Agreement.

2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Security Agreement, did, and hereby do, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following assets and properties, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) letters patent, design patents, utility patents, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on Schedule 1 hereto (the “Patents”);

(b) licenses pertaining to any Patent whether the Grantors are a licensor or licensee;

(c) the reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; and

(d) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the foregoing at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, rights to sue for past, present and future infringements of the foregoing, all goodwill of the Grantors related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof.

3. Security for Obligations. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, to the Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantors.

4. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent 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. In the event of any conflict between the terms of this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Authorization to Supplement. If the Grantors shall obtain rights to any new Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall provide notice in writing to the Agent with respect to any such new Patents as required by the Credit Agreement and/or the Security Agreement.

6. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement by its duly authorized representative as of the date first written above.

GRANTORS:

F&S PRECISION HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Charlie Baynes-Reid
Title: Assistant Secretary

F&S TOOL, INC.,
a Pennsylvania corporation

By: _____
Name: James D. Faulkner
Title: Chief Executive Officer

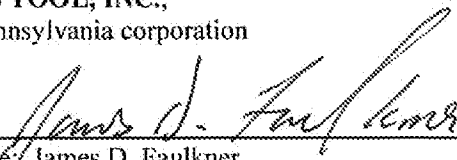
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GRANTORS:

F&S PRECISION HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Charlie Baynes-Reid
Title: Assistant Secretary

F&S TOOL, INC.,
a Pennsylvania corporation

By:  _____
Name: James D. Faulkner
Title: Chief Executive Officer

PATENT SECURITY AGREEMENT
(F&S TOOL, INC.)
SIGNATURE PAGE

EAST WEST BANK, as Agent

By: 

Name: Gary Kirshner

Title: Managing Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
Compression molding with successive stage cooling channels	8,585,392	October 19, 2011	Registered	F&S Tool, Inc.
Method of molding and mold with successive stage cooling channels	9,475,246	October 9, 2013	Registered	F&S Tool, Inc.
Blind Installation of Injection Mold Components	16088794	September 26, 2018	Pending	F&S Tool, Inc.
Method for Molding a Closure and Gasket Combination	16544791	August 18, 2019	Pending	F&S Tool, Inc.
Child Resistant Pop-Top Vial	16452057	June 25, 2019	Pending	F&S Tool, Inc.
Light Weight Mold Support Structure in a Single Dual Injection Molding Machine	16274744	February 13, 2019	Pending	F&S Tool, Inc.
HINGED TOP CONTAINER WITH TAMPER EVIDENT FEATURE	15856795	December 28, 2017	Pending	F&S Tool, Inc.