

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6323512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CARDINAL IP HOLDING LLC	09/29/2020
RECEIVING PARTY DATA	
Name:	ENCINA BUSINESS CREDIT, LLC, AS AGENT
Street Address:	123 N. WACKER
Internal Address:	SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 30	
Property Type	Number
Patent Number:	6435962
Patent Number:	6502716
Patent Number:	6634352
Patent Number:	6647682
Patent Number:	6702338
Patent Number:	7526895
Patent Number:	8317235
Patent Number:	9441852
Patent Number:	9605848
Patent Number:	10393401
Patent Number:	10501942
Patent Number:	10633864
Patent Number:	10704800
Application Number:	16119882
Application Number:	16129539
Application Number:	16135941
Application Number:	16146330
Application Number:	16356767
Application Number:	16509816

PATENT

Property Type	Number
Application Number:	16518692
Application Number:	16518639
Application Number:	16584485
Application Number:	16580797
Application Number:	16592461
Application Number:	62936258
Application Number:	62853378
Application Number:	62854752
Application Number:	62847623
Application Number:	62844477
Application Number:	62852551

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: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: KRISTEN N. LANGE, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD.

Address Line 2: 55 E. MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7528.017
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	09/29/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page1.tif
- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page2.tif
- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page3.tif
- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page4.tif
- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page5.tif
- source=9. Patent Security Agreement (US Patent Collateral) Hart and Cooley#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), is dated as of September 29, 2020 and is by CARDINAL IP HOLDING LLC, a Delaware limited liability company ("**Grantor**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Grantor and each of the other Borrowers party thereto from time to time, as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents and patent applications, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, the security interests granted hereunder shall automatically terminate and upon the disposition of any Patent Collateral permitted under the Loan Agreement, the security interest in such disposed Patent Collateral shall automatically terminate. Upon the Termination Date or disposition of any Patent Collateral permitted under the Loan Agreement, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Patent Collateral (as defined below) granted under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each issued patent and patent application, including, without limitation, each issued patent and patent application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and (b) all products and proceeds of the foregoing, including,

without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any issued patent or patent application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Patent Collateral**").

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CARDINAL IP HOLDING LLC,
a Delaware limited liability company

DocuSigned by:
By: Garrett D. Rogers
Name: **Garrett D. Rogers**
Title: **Vice President and Treasurer**

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By: Tracy Salyers
Name: Tracy Salyers
Title: Authorized Signatory

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patents

PATENT	PATENT NUMBER	ISSUE DATE	OWNER
Operating Mechanism for Vent Louver	6,435,962	Aug. 20, 2002	Cardinal IP Holding LLC
Duct Corner Dispenser and Method of Dispensing Duct Corners	6,502,716	Jan. 7, 2003	Cardinal IP Holding LLC
Direct Venting Vent Pipe	6,634,352	Oct. 21, 2003	Cardinal IP Holding LLC
Drain Pipe Connector	6,647,682	Nov. 18, 2003	Cardinal IP Holding LLC
Flue Gas Conduit Joining Connection	6,702,338	Mar. 9, 2004	Cardinal IP Holding LLC
Rubber Boot-Based Roof Flashing Apparatus	7,526,895	May 5, 2009	Cardinal IP Holding LLC
Flange Cleat and Method	8,317,235	Nov. 27, 2012	Cardinal IP Holding LLC
Prefabricated, Modular, Fire Resistance and Non-Fire Resistance Rated Ventilation Duct Assembly With Integral Subducts	9,441,852	Sep. 13, 2016	Cardinal IP Holding LLC
Chimney Tee Cap Retainer Assembly	9,605,848	Mar. 28, 2017	Cardinal IP Holding LLC
Direct Drive Motor Integrated into Damper Blade	10,393,401	Aug. 27, 2019	Cardinal IP Holding LLC
Telescoping Rail Assembly	10,501,942	Dec. 10, 2019	Cardinal IP Holding LLC
System for Weatherproof Roof Hatch Assemblies	10,633,864	April 28, 2020	Cardinal IP Holding LLC
Tethered Control for Direct Drive Motor Integrated into Damper Blade	10,704,800	Jul. 7, 2020	Cardinal IP Holding LLC

Patent Applications

PATENT	PATENT APPLICATION NUMBER	APPLICATION DATE	OWNER
Rotary Adjustable Neck for Gas Vent Cap	16/119,882	Aug. 31, 2018	Cardinal IP Holding LLC
Vent Monitoring System	16/129,539	Sep. 12, 2018	Cardinal IP Holding LLC
Adapter for Diffuser and Duct Connection	16/135,941	Sep. 19, 2018	Cardinal IP Holding LLC
Curb for Use with Roof Flashing	16/146,330	Sep. 28, 2018	Cardinal IP Holding LLC
Laminar Jackets For Flexible Ducts Of HVAC Systems	16/356,767	Mar. 18, 2019	Cardinal IP Holding LLC
Diffuser Vent Retrofitted Integrated Lighting	16/509,816	Jul. 12, 2019	Cardinal IP Holding LLC
Cross Compatible Adapter for Chimney Sections With Different Outer Diameters	16/518,692	Jul. 22, 2019	Cardinal IP Holding LLC
Cross Compatible Adapter for Chimney Sections with Common Outer Diameters	16/518,639	Jul. 22, 2019	Cardinal IP Holding LLC
Techniques for Detecting or Considering Habitat Air Quality	16/584,485	Sep. 26, 2019	Cardinal IP Holding LLC
Rain Cap Vent Flue Adapter	16/580,797	Sep. 24, 2019	Cardinal IP Holding LLC
Retrofit Register Control System	16/592,461	Oct. 3, 2019	Cardinal IP Holding LLC
Air Register Handle	62/936,258	Nov. 15, 2019	Cardinal IP Holding LLC
Cross Compatible Adapter for Different Chimney Designs	62/853,378	May 28, 2019	Cardinal IP Holding LLC
Techniques for Detecting Habitat Air Quality	62/854,752	May 30, 2019	Cardinal IP Holding LLC
Retrofit Register Control System	62/847,623	May 14, 2019	Cardinal IP Holding LLC
Diffuser Vent Retrofitted Integrated Lighting	62/844,477	May 7, 2019	Cardinal IP Holding LLC
Cross Compatible Adapter for Different Chimney Designs	62/852,551	May 24, 2019	Cardinal IP Holding LLC