

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6370383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
HANDGARDS, LLC			10/14/2020
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, AS AGENT		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	D580781		
Application Number:	16124018		
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	CHRISTINE SLATTERY		
Address Line 1:	PROSKAUER ROSE LLP		
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	60048 / 010		
NAME OF SUBMITTER:	CHRISTINE SLATTERY		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	10/27/2020		
Total Attachments: 5			
source=09. Second Lien Patent Security Agreement#page1.tif			
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source=09. Second Lien Patent Security Agreement#page4.tif			

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “ABL Intercreditor Agreement”, dated as of October 14, 2020 among, BMO Harris Bank N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), Churchill Agency Services LLC, in its capacity as the First Lien Agent (including its successors and assigns from time to time), Alter Domus (US) LLC, in its capacity as the Second Lien Agent (including its successors and assigns from time to time) and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

Anything herein to the contrary notwithstanding, the liens and security interests granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy with respect hereto, are subject to the provisions of the Intercreditor Agreement dated as of October 14, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Term Intercreditor Agreement”), by and between Churchill Agency Services LLC, as First Lien Agent, and Alter Domus (US) LLC, as Second Lien Agent. In the event of any conflict between the terms of the Term Intercreditor Agreement and this Agreement, the terms of the Term Intercreditor Agreement shall govern and control.

SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of October 14, 2020, is made by Handgards, LLC, a Delaware limited liability company, formerly, Handgards, Inc. (the “Grantor”), in favor of Alter Domus (US) LLC, a Delaware limited liability company (“Alter Domus”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 14, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HG Intermediate, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Alter Domus, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of October 14, 2020 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the 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 the following Collateral of the Grantor (the "Patent Collateral");

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.


Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Patent Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]


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

HANDGARDS, LLC, formerly **HANDGARDS, INC.**,
as Grantor

By: 
Name: Peter Campbell
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Patent / Publication Number / Date	Application Number Date	Status	Owner
FOOD PREPORTIONING BAG	US D580781 11/18/2008	US 29/286014 4/17/2007	Patented Design	Handgards, Inc.
FREEZE AND HEAT FOOD PREPORTIONING BAG	MX257380 2/26/2008	PA/a/2005/002599 3/8/2005	Patented	Handgards, Inc.

2. PATENT APPLICATIONS

Title	Patent / Publication Number / Date	Application Number Date	Status	Owner
EMBOSSSED GLOVES WITH GRIPPING FEATURES	US 20190069618 3/7/2019	US 16/124018 9/6/2018	Pending	Handgards, Inc.