### 506331925 10/30/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6378676

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
COPPERHEAD INDUSTRIES, LLC	10/30/2020

### **RECEIVING PARTY DATA**

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
Street Address:	111 SOUTH WACKER DRIVE		
Internal Address:	36TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number			
Application Number:	16562965			
Application Number:	62728210			

### CORRESPONDENCE DATA

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

WINSTON & STRAWN LLP - LAURA FRANCO Correspondent Name:

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Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	15250.27 PSA-TWIN BROOK
NAME OF SUBMITTER:	LAURA FRANCO
SIGNATURE:	/LAURA FRANCO/
DATE SIGNED:	10/30/2020

### **Total Attachments: 5**

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### PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "<u>Agreement</u>"), dated as of October 30, 2020, is made by COPPERHEAD INDUSTRIES, LLC, a Minnesota limited liability company ("<u>Grantor</u>"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

Grantor has executed and delivered a Joinder Agreement to to Guaranty and Collateral Agreement for the Guaranty and Collateral Agreement, dated as of September 27, 2019, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.
- 2. <u>Grant of Security Interest</u>. 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 such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Patent Collateral</u>"):
- (a) all of its Patents, including, without limitation, those referred to on <u>Schedule 1</u> 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.
  - 3. <u>Purpose</u>. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.
- 6. <u>Governing Law.</u> THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COPPERHEAD INDUSTRIES, LLC, as Grantor

By: Brian Callahan

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement (Copperhead Joinder)]

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 4.6.7	
Name: Drew Guyette	
Title: cco	

[Signature Page to Patent Security Agreement (Copperhead Joinder)]

## SCHEDULE 1 TO PATENT SECURITY AGREEMENT

# Patent Registrations and Applications

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C092.0003US0)	(Docket No	Switchable Lid	Two-terminal	Lid	Externally Switchable   U.S.	Tirk
			U.S		U.S.	Country
					Pending	Status
62/728,210				16/562,965		Application Number Date
2018-09-07				2019-09-06		Application Date
INDUSTRIES, LLC	COPPERHEAD			2019-09-06   INDUSTRIES, LLC	COPPERHEAD	Assignee

PATENT REEL: 054263 FRAME: 0442

**RECORDED: 10/30/2020**