

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6387390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEST ENGINEERED SURFACE TECHNOLOGIES, LLC	10/12/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP
<b>Street Address:</b>	222 SOUTH NINTH STREET
<b>Internal Address:</b>	SUITE 2800
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6632127
<b>Patent Number:</b>	7367875
<b>Application Number:</b>	62937921
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)977-8650
<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>	
<b>Phone:</b>	6129778287
<b>Email:</b>	enewby@taftlaw.com
<b>Correspondent Name:</b>	EMMA NEWBY
<b>Address Line 1:</b>	80 SOUTH 8TH STREET
<b>Address Line 2:</b>	2200 IDS CENTER
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	M45477.00018
<b>NAME OF SUBMITTER:</b>	EMMA NEWBY
<b>SIGNATURE:</b>	/Emma Newby/
<b>DATE SIGNED:</b>	11/05/2020
<b>Total Attachments: 7</b>	
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated October 12, 2020, is made by and between (a) SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership (together with its successors and assigns, “Purchaser”), (b) BEST ENGINEERED SURFACE TECHNOLOGIES, LLC, a Texas limited liability company (“Grantor”), and (c), BEST INDUSTRIAL HOLDINGS, LLC, a Texas limited liability company (collectively with Grantor, “Debtors”), to provide a security interest in Intellectual Property pursuant to the NOTE PURCHASE AND SECURITY AGREEMENT between Purchaser and Debtors, dated as of December 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”).

WHEREAS, under the terms of the Note Purchase Agreement, certain terms of which are confidential, Grantor has conveyed a security interest in certain Intellectual Property, and Purchaser seeks to secure such security interest by recording this document;

NOW THEREFORE, the parties agree as follows:

1. Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to Purchaser a security interest in all of Grantor’s right, title and interest in, to, and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(a) the trademarks, together with the goodwill of the trademarks and the business symbolized thereby, including all common law rights, and the patents and patent applications, both United States and foreign, all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, set forth in Schedule I hereto (the “Intellectual Property”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Grantor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Grantor shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the security interest in the Intellectual Property to Purchaser or any assignee or successor thereto.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect

to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

6. Note Purchase Agreement Controlling. The Note Purchase Agreement is hereby completely incorporated into this agreement; the provisions of the Note Purchase Agreement shall control this Agreement, and in the event of a conflict between provisions of the Note Purchase Agreement and this Agreement, the Note Purchase Agreement shall be controlling.

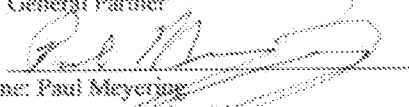
[SIGNATURE PAGE FOLLOWS]

AGREED as of the date above written.

**PURCHASER:**

SPELL CAPITAL MEZZANINE PARTNERS SBIC  
II, LP, a Delaware limited partnership

By: SCMP MANAGEMENT II, LLC,  
Its: General Partner

By:   
Name: Paul Meyering  
Title: Senior Managing Director

**ADDRESS:**

Spell Capital Mezzanine Partners SBIC II, LP  
222 South Ninth Street, Suite 2800  
Minneapolis, Minnesota 55402  
Attention: Paul Meyering

**GRANTOR:**

BEST ENGINEERED SURFACE TECHNOLOGIES, LLC,  
a Texas limited liability company

**ADDRESS:**

1601 Elm Street, Suite 3500  
Dallas, TX 75201

By: \_\_\_\_\_  
Name: Will Schramme  
Title: Chairman of the Board

AGREED as of the date above written.

**PURCHASER:**

**ADDRESS:**

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership

Spell Capital Mezzanine Partners SBIC II, LP  
222 South Ninth Street, Suite 2800  
Minneapolis, Minnesota 55402

By: SCMP MANAGEMENT II, LLC,  
Its: General Partner

Attention: Paul Meyering

By: \_\_\_\_\_

Name: Paul Meyering

Title: Senior Managing Director

**GRANTOR:**

**ADDRESS:**

BEST ENGINEERED SURFACE TECHNOLOGIES, LLC,  
a Texas limited liability company

1601 Elm Street, Suite 3500  
Dallas, TX 75201

By: \_\_\_\_\_

Name: Will Schramme

Title: Chairman of the Board

## SCHEDULE I

### Intellectual Property

#### Patents:

Patent Family	Country	Patent number	Application Number	Issue Date
Gritless conditioning pad	US	US6,632,127	10/091105	2003-10-14
CVD conditioning head	Taiwan	TWI377265	093122205	2012-11-21
CVD conditioning head	Malaysia	MY141135A	MYPI2004002969	2010-03-15
CVD conditioning head	US	US7367875	11/165873	2008-05-06
CVD conditioning head	Germany	602004015294.3	04779199.1	2008-09-04
CVD conditioning head	France	1649075	04779199.1	2008-07-23
CVD conditioning head	Great Britain	1649075	04779199.1	2008-07-23
CVD conditioning head	Ireland	1649075	04779199.1	2008-09-03
CVD conditioning head	Italy	502008901669946	04779199.1	2008-07-23
CVD conditioning head	Austria	AT402275T	E402275	2008-08-15
CVD conditioning head	Netherlands	1649075	04779199.1	2008-07-23

#### Pending patent applications

Patent Family	Country	Filing date (priority dates)	Application Number
Phoenix edge plus	PCT	2 Aug 2019 (31 Aug 2018) (2 Oct 2018)	WO2020/044011
Phoenix III	US	20 Nov 2019	62937921
Phoenix III	Great Britain	2 Jan 2020	2000018.8

#### Trademarks:

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.
AEGISGLASS	United States	1995-05-09	74671935	1996-05-07	1972802
DIAMONDSHIELD	United States	2011-11-20	76212068	2001-11-20	2510227
DIAMONEX	United States	1991-07-22	74187178	1993-01-26	1747985
EVERSCAN	United States	2000-03-09	75939502	2001-11-06	2503675
SCANSHIELD	United States	2000-06-08	76065592	2002-06-11	2577381
SCANSHIELD	United States	2000-07-13	76090006	2003-07-01	2732640



PHOENIX	United States	2005-07-27	78679190	2008-01-08	3365644
DIABOND	United States	1998-01-20	75420290	1999-10-26	2288586
DIAMONDSHIELD	Canada	1997-11-17	861812	2005-03-18	635635
PHOENIX	China		904380		904380
DIAMONDSHIELD	European Union	1997-11-26	000688820	2000-06-05	000688820
DIAMONEX	European Union	2001-09-28	002392694	2003-05-21	002392694
DIAMONEX & LOGO	European Union	1998-01-26	000730457	1998-11-02	000730457
PHOENIX	France		904380		904380
PHOENIX	Germany		904380		904380
PHOENIX	Italy		904380		904380
PHOENIX	Madrid Protocol	2006-01-23	904380		904380
PHOENIX	Malaysia	2005-07-27	06001231	2013-10-28	06001231
PHOENIX	Singapore		904380		904380
PHOENIX	Taiwan	2006-01-16	095002356	2006-09-16	1228220
PHOENIX	United Kingdom		904380		904380
DIABOND	Japan		H11-069230		4396576
DIABOND	Japan		5539/98		4369185
DIABOND	South Korea		1823/1998		40-442888
DIAMONEX CLEARSHIELD	Great Britain		1239129	2015-01-26	1239129

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None.