

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6383232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF PATENT COLLATERAL AGREEMENT AT REEL/FRAME NO. 27268/0586
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BANK OF MONTREAL, AS AGENT	11/03/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BARRETTE OUTDOOR LIVING, INC.
<b>Street Address:</b>	7830 FREEWAY CIRCLE
<b>City:</b>	MIDDLEBURG HEIGHTS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44130
<b>PROPERTY NUMBERS Total: 42</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6752438
Patent Number:	D463576
Patent Number:	D459486
Patent Number:	D462784
Patent Number:	D461910
Patent Number:	D457654
Patent Number:	D458386
Patent Number:	D462127
Patent Number:	D457655
Patent Number:	D457252
Patent Number:	D461565
Patent Number:	D461911
Patent Number:	D457253
Patent Number:	D459484
Patent Number:	D459485
Patent Number:	D458692
Patent Number:	D466618
Patent Number:	D449383
Patent Number:	D459819
Patent Number:	D463044

PATENT

Property Type	Number
Patent Number:	D422369
Patent Number:	D415578
Patent Number:	D415577
Patent Number:	D415579
Patent Number:	D444243
Patent Number:	D427322
Patent Number:	D406050
Patent Number:	D451205
Patent Number:	D462499
Patent Number:	D435213
Patent Number:	D437772
Patent Number:	D436836
Patent Number:	D459008
Patent Number:	5665284
Patent Number:	D420152
Patent Number:	D456530
Patent Number:	D457660
Application Number:	12044445
Patent Number:	5876021
Patent Number:	6076807
Patent Number:	6935623
Patent Number:	6993817

#### CORRESPONDENCE DATA

**Fax Number:** (213)891-8763

*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.*

**Email:** rhonda.deleon@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 355 SOUTH GRAND AVENUE

**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	038263-0387
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	11/03/2020

#### Total Attachments: 5

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## **TERMINATION AND RELEASE OF PATENT COLLATERAL AGREEMENT**

**THIS TERMINATION AND RELEASE OF PATENT COLLATERAL AGREEMENT** (this "Termination"), is dated as of November 3, 2020, and made by Bank of Montreal, a Canadian chartered bank ("Agent") to Barrette Outdoor Living, Inc., an Ohio corporation ("Debtor").

WHEREAS, reference is made to (i) certain Credit Agreement, dated as of November 18, 2011 (as amended, the "Credit Agreement"), among Barrette Outdoor Living, Inc., the guarantors party thereto, the financial institutions listed on the signature pages thereof as Lenders, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents");

WHEREAS, pursuant to that certain Patent Collateral Agreement dated as of November 18, 2011, made by Debtor in favor of Agent (the "Collateral Agreement"), a security interest was granted by the Debtor to Agent in the Patent Collateral (as defined therein), which included the Patents (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on November 22, 2011, at Reel 27268 and Frame 586;

WHEREAS, Debtor has paid all its outstanding Obligations to Agent under the Credit Documents; and

WHEREAS, Agent now desires to terminate and release the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Patents", as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the patents listed on Schedule A hereto.

2. Release of Security Interest. Agent hereby terminates the Collateral Agreement and terminates, releases and discharges its security interest in the Patent Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest that Agent may have in the Patent Collateral.

3. Representations and Warranties. Agent represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Collateral Agreement.

4. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

5. Governing Law. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF MONTREAL, as Administrative Agent

By:   
Name: Randon Gardley  
Title: Vice President

[Signature Page to Termination and Release of Patent Collateral Agreement]

**Schedule A**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

<b>PATENT NUMBER / APPLICATION NUMBER</b>	<b>PATENT</b>	<b>DATE OF ISSUE/APPLICATION</b>	<b>REGISTERED ASSIGNEE/OWNER</b>
6,752,438	ADJUSTABLE GATE HINGE AND LATCH, AND SYSTEM	6/22/2004	Barrette Outdoor Living, Inc.
D 463,576	ARBOR	9/24/2002	Barrette Outdoor Living, Inc.
D 459,486	ARBOR	6/25/2002	Barrette Outdoor Living, Inc.
D 462,784	ARBOR	9/10/2002	Barrette Outdoor Living, Inc.
D 461,910	ARBOR	8/20/2002	Barrette Outdoor Living, Inc.
D 457,654	ARBOR	5/21/2002	Barrette Outdoor Living, Inc.
D 458,386	ARBOR	6/4/2002	Barrette Outdoor Living, Inc.
D 462,127	ARBOR	8/27/2002	Barrette Outdoor Living, Inc.
D 457,655	ARBOR	5/21/2002	Barrette Outdoor Living, Inc.
D 457,252	ARBOR	5/14/2002	Barrette Outdoor Living, Inc.
D 461,565	ARBOR	8/13/2002	Barrette Outdoor Living, Inc.
D 461,911	ARBOR	8/20/2002	Barrette Outdoor Living, Inc.
D 457,253	ARBOR	5/14/2002	Barrette Outdoor Living, Inc.
D 459,484	ARBOR	6/25/2002	Barrette Outdoor Living, Inc.
D 459,485	ARBOR	6/25/2002	Barrette Outdoor Living, Inc.
D 458,692	ARBOR	6/11/2002	Barrette Outdoor Living, Inc.
D 466,618	ARBOR	12/3/2002	Barrette Outdoor Living, Inc.
D 449,383	COMBINED FENCING AND RAILING WITH INSERT	10/16/2001	Barrette Outdoor Living, Inc.
D 459,819	DECK POST	7/2/2002	Barrette Outdoor Living, Inc.
D 463,044	DECK POST	9/17/2002	Barrette Outdoor Living, Inc.
D 422,369	DESIGN FOR A BALUSTER (AMERICAN & LIBERTY)	4/4/2000	Barrette Outdoor Living, Inc.

D 415,578	DESIGN FOR A BALUSTER (HAMPTON & HAMPTON)	10/19/1999	Barrette Outdoor Living, Inc.
D 415,577	DESIGN FOR A BALUSTER (JEFFERSON & MT. VERNON)	10/19/1999	Barrette Outdoor Living, Inc.
D 415,579	DESIGN FOR A BALUSTER (MADISON & WASHINGTON)	10/19/1999	Barrette Outdoor Living, Inc.
D 444,243	FENCE CAP	6/26/2001	Barrette Outdoor Living, Inc.
D 427,322	FENCE SECTION	6/27/2000	Barrette Outdoor Living, Inc.
D 406,050	HAND RAIL BRACKET	2/23/1999	Barrette Outdoor Living, Inc.
D 451,205	INSERT FOR FENCING OR RAILING	11/27/2001	Barrette Outdoor Living, Inc.
D 462,499	MAILBOX POST ASSEMBLY	9/3/2002	Barrette Outdoor Living, Inc.
D 435,213	MOUNTING BRACKET FOR NON-RECTANGULAR RAILING	12/19/2000	Barrette Outdoor Living, Inc.
D 437,772	MOUNTING BRACKET FOR RAILING	2/20/2001	Barrette Outdoor Living, Inc.
D 436,836	MOUNTING BRACKET	1/30/2001	Barrette Outdoor Living, Inc.
D 459,008	PORCH POST	6/18/2002	Barrette Outdoor Living, Inc.
5,665,284	PROCESS FOR MANUFACTURING FOAM- FILLED EXTRUDED PRODUCTS	9/9/1997	Barrette Outdoor Living, Inc.
D 420,152	SPINDLE	2/1/2000	Barrette Outdoor Living, Inc.
D 456,530	SPINDLE	4/30/2002	Barrette Outdoor Living, Inc.
D 457,660	SPINDLE	5/21/2002	Barrette Outdoor Living, Inc.
12,044,445	UNIVERSAL GATE KIT AND METHOD OF ASSEMBLING UNIVERSAL GATE	3/7/2008	Barrette Outdoor Living, Inc.

5,876,021	RAILING SPINDLE OR BALUSTER	3/2/1999	Barrette Outdoor Living, Inc.
6,076,807	FENCE OR DECK POST CAP	6/20/2000	Barrette Outdoor Living, Inc.
6,935,623	FENCE ASSEMBLY WITH CONNECTORS	8/30/2005	Barrette Outdoor Living, Inc.
6,993,817	METHOD OF ASSEMBLING FENCE SECTIONS	2/7/2006	Barrette Outdoor Living, Inc.