

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6398874

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BEST ENGINEERED SURFACE TECHNOLOGIES, LLC | 09/01/2020 |
| RECEIVING PARTY DATA | |
| Name: | CROSSFIRST BANK |
| Street Address: | 2021 MCKINNEY AVENUE |
| Internal Address: | SUITE 800 |
| City: | DALLAS |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 6632127 |
| Patent Number: | 7367875 |
| Application Number: | 62937921 |
| CORRESPONDENCE DATA | |
| Fax Number: | (816)474-3216 |
| <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: | 816-474-8100 |
| Email: | sfaction@spencerfane.com |
| Correspondent Name: | MARCIA SHUTTS, SPENCER FANE LLP |
| Address Line 1: | 1000 WALNUT STREET, SUITE 1400 |
| Address Line 4: | KANSAS CITY, MISSOURI 64106 |
| ATTORNEY DOCKET NUMBER: | 5033367-12 |
| NAME OF SUBMITTER: | KYLE L. ELLIOTT |
| SIGNATURE: | /Kyle L. Elliott/ |
| DATE SIGNED: | 11/12/2020 |
| Total Attachments: 6 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated September 1, 2020, is made by and between (a) CROSSFIRST BANK, a Kansas state-chartered bank (together with its successors and assigns, “Lender”), (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 AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT between Lender and Debtors, dated August 31, 2020 (the “Loan Agreement”).

WHEREAS, under the terms of the Loan Agreement, certain terms of which are confidential, Grantor has conveyed a security interest in certain Intellectual Property, and Lender 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 Lender 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 Lender. Following the date hereof, upon Lender's reasonable request, Grantor shall take such steps and actions, and provide such cooperation and assistance to Lender 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 Lender 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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

[SIGNATURE PAGE FOLLOWS]

AGREED as of the date above written.

LENDER:

CROSSFIRST BANK,
a Kansas state-chartered bank

ADDRESS:

2021 McKinney Avenue, Suite 800
Dallas, TX 75201

By: Olivia Bock
Name: Olivia Bock
Title: Commercial Banker

GRANTOR:

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

ADDRESS:

1601 Elm Street, Suite 3500
Dallas, TX 75201

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

SCHEDULE I

LOCATION OF COLLATERAL

1. 1820 Avenue A, Kissimmee, Florida 34758
2. 15 Wall Street, Bristol, Rhode Island 02809-3614
3. 5000 Mercantile Lane, Kissimmee, Florida 34758
4. 10 New Road, East Providence, Rhode Island 02916
5. 7331 William Avenue, Allentown, Pennsylvania 18106

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 |

Copyrights:

None.