

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6463471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN MANUFACTURING CORPORATION	12/22/2020
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6834923
Patent Number:	6749276
Patent Number:	6883885
Patent Number:	6986557
Patent Number:	7451957
Patent Number:	6948691
Patent Number:	6655763
Patent Number:	6820954
Patent Number:	8146756
Patent Number:	8277002
Patent Number:	9382943
Patent Number:	9670956
Patent Number:	9279451
Patent Number:	9313914
Patent Number:	9486077
Patent Number:	9565939
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.328 (1ST LIEN)
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NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	12/22/2020
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Total Attachments: 5

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First Lien Patent Security Agreement

FIRST LIEN PATENT SECURITY AGREEMENT dated as of December 22, 2020, (this “**Agreement**”), among Jonathan Manufacturing Corporation, a Delaware corporation (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, as Collateral Agent.

WHEREAS, JLL JES MERGER SUB, INC. (the “**Initial Borrower**”, which on the Closing Date merged with and into JONATHAN ACQUISITION COMPANY (the “**Company**”), with the Company surviving such merger as the “**Parent Borrower**”), JES ACQUISITION INTERMEDIATE, INC. (“**Holdings**”), the Lenders party thereto, MIDCAP FINANCIAL TRUST, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Initial Borrower, the Parent Borrower, Holdings, the other Subsidiary Parties named therein and MidCap Financial Trust, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any other country, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

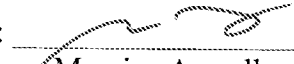
**JONATHAN MANUFACTURING
CORPORATION,
as the Grantor**

By: 
Name: Daniel Di Piazza
Title: Secretary

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I

United States Patents and Pending Patent Applications

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Jonathan Manufacturing Corporation	Miniature Solid Bearing Side Assembly	U.S.	6,834,923	12/28/2004
Jonathan Manufacturing Corporation	Sequencing Mechanism for Slide Assembly	U.S.	6,749,276	05/01/2003
Jonathan Manufacturing Corporation	Front Release for a Slide Assembly	U.S.	6,883,885	04/26/2005
Jonathan Manufacturing Corporation	Slide Segment with Integral Ball Bearing Mount	U.S.	6,986,557	01/17/2006
Jonathan Manufacturing Corporation	Rugged Cable Management System	U.S.	7,451,957	11/18/2008
Jonathan Manufacturing Corporation	Computer Server Mounting Apparatus	U.S.	6,948,691	09/27/2005
Jonathan Manufacturing Corporation	Controller for a Quick Disconnect Slide Assembly	U.S.	6,655,763	12/02/2003
Jonathan Manufacturing Corporation	Controller for a Quick Disconnect Slide Assembly	U.S.	6,820,954	11/23/2004
Jonathan Manufacturing Corporation	Universal Toolless Rack Mount Bracket	U.S.	8,146,756	04/03/2012
Jonathan Manufacturing Corporation	Self-Closing Slide Assembly with Dampening Mechanism	U.S.	8,277,002	10/02/2012
Jonathan Manufacturing Corporation	Compact Slide Assemblies	U.S.	9,382,943	07/05/2016
Jonathan Manufacturing Corporation	Compact Slide Assemblies	U.S.	9,670,956	06/06/2017
Jonathan Manufacturing Corporation	Compact Slide Assemblies	U.S.	9,279,451	03/08/2016
Jonathan Manufacturing Corporation	Slide Assembly	U.S.	9,313,914	04/12/2016
Jonathan Manufacturing Corporation	Slide Assembly with Automatic Closure	U.S.	9,486,077	11/08/2016
Jonathan Manufacturing Corporation	Undermount Slide Assembly	U.S.	9,565,939	02/14/2017

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RECORDED: 12/22/2020

REEL: 054718 FRAME: 0590