

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6464328

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:	BAIN CAPITAL CREDIT, LP, AS COLLATERAL AGENT
Street Address:	200 CLARENDON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116

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: (617)526-9899

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.

PATENT

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: CHRISTINE SLATTERY
Address Line 1: PROSKAUER ROSE LLP
Address Line 2: ONE INTERNATIONAL PLACE, 23RD FLOOR
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 66478 / 238

NAME OF SUBMITTER: CHRISTINE SLATTERY

SIGNATURE: /Christine Slattery/

DATE SIGNED: 12/22/2020

Total Attachments: 6

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This Agreement is subject to the terms of the Second Lien Intercreditor Agreement, dated December 22, 2020, among MidCap Financial Trust, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Bain Capital Credit, LP, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by JLL JES Merger Sub, Inc., as Initial Borrower, Jonathan Acquisition Company, as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Patent Security Agreement

SECOND LIEN PATENT SECURITY AGREEMENT dated as of December 22, 2020, (this “**Agreement**”), among Jonathan Manufacturing Corporation, a Delaware corporation (the “**Grantor**”) and BAIN CAPITAL CREDIT, LP, 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, BAIN CAPITAL CREDIT, LP, 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 Second 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 Second 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 Bain Capital Credit, LP, 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 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.

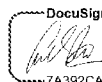
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

**JONATHAN MANUFACTURING
CORPORATION,
as the Grantor**

By: 
Name: Daniel Di Piazza
Title: Secretary

**BAIN CAPITAL CREDIT, LP,
as Collateral Agent**

DocuSigned by:


By: _____

Name: Andrew S. Viens

Title: Managing Director & Global Head of Operations

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: 054725 FRAME: 0091