PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6463162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MCCUE CORPORATION	12/21/2020
MCCUE INTERNATIONAL, INC.	12/21/2020
BANNER STAKES LLC	12/21/2020

RECEIVING PARTY DATA

Postal Code:	60606		
State/Country:	ILLINOIS		
City:	CHICAGO		
Street Address:	303 WEST MADISON STREET, SUITE 2500		
Name:	MARANON CAPITAL, L.P., AS AGENT		

PROPERTY NUMBERS Total: 47

Property Type	Number
Patent Number:	10813455
Patent Number:	D844829
Patent Number:	10077535
Patent Number:	10060154
Patent Number:	9732485
Patent Number:	D787600
Patent Number:	9644393
Patent Number:	D781445
Patent Number:	D771277
Patent Number:	9103163
Patent Number:	8998003
Patent Number:	8915670
Patent Number:	D701322
Patent Number:	8444343
Patent Number:	8376650
Patent Number:	8157272
Patent Number:	D655945
Patent Number:	D646404

PATENT REEL: 054824 FRAME: 0409

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Property Type	Number
Patent Number:	7901156
Patent Number:	7587790
Patent Number:	7507051
Patent Number:	7507050
Patent Number:	D536854
Patent Number:	D536500
Patent Number:	D529253
Patent Number:	6991413
Patent Number:	D501810
Patent Number:	D501163
Patent Number:	D485374
Patent Number:	6298997
Patent Number:	6260237
Patent Number:	9228305
Patent Number:	7909310
Patent Number:	9175450
Patent Number:	9890506
Application Number:	16712108
Application Number:	16653493
Application Number:	15940281
Application Number:	17061593
Application Number:	17002933
Application Number:	17019805
Application Number:	16788703
Application Number:	62986263
Application Number:	63059388
Application Number:	63088648
Application Number:	63109124
Application Number:	63109133

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com **Correspondent Name:** NANCY J. BROUGHER, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD. 55 EAST MONROE, SUITE 3300 Address Line 2: Address Line 4: CHICAGO, ILLINOIS 60603

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NANCY BROUGHER			
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 21, 2020, is made by MCCUE CORPORATION, a Massachusetts corporation ("McCue"), MCCUE INTERNATIONAL INC., a Massachusetts corporation ("McCue International") and BANNER STAKES LLC, a Delaware limited liability company ("Banner", together with McCue and McCue International, each a "Grantor" and, collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MCQ PROTECTIVE SOLUTIONS INC., a Delaware corporation ("MCQ"), MCCUE BUSINESS TRUST, a Massachusetts business trust ("McCue Trust"), McCue, Banner (Banner together with MCQ, McCue Trust, McCue, and each other Persons who join the Credit Agreement as a "Borrower", each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of December 21, 2020 in favor of the Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's Intellectual Property, including, without limitation, the Patent Collateral (as defined below), and the Security Agreement requires that such Grantor execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated

Signature page to Patent Security Agreement

maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.
- Section 5. If any Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Agent with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes the Agent unilaterally to modify this Patent Security Agreement by amending Schedule 1 to include any such new Patents of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule 1.
- Section 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and

the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. <u>Governing Law</u>. This Patent Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

Signature page to Patent Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MCCUE CORPORATION, as Grantor

By:

Name: Joyathan Chou Title: Vice President

MCCUE INTERNATIONAL, INC., as Grantor

Bv:

Name: Jonathan Chou Title: Vice President

BANNER STAKES LLC, as Grantor

Pix

Name: Jonathan Chou Title: Vice President

ACKNOWLEDGED AND AGREED

as of the date first above written:

MARANON CAPITAL, L.P., as Agent

Nearle: Rommel Garcia

By:

Title: Managing Director

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

PATENT	PATENT NUMBER	ISSUE DATE	OWNER
Bumper assembly	10,813,455	10/27/20	McCue Corporation
Cart storage station	D844,829	04/02/19	McCue Corporation
Sign post assembly with impact absorbing mechanism	10,077,535	09/18/18	McCue Corporation
Protective barrier	10,060,154	08/28/18	McCue Corporation
Column protector	9,732,485	08/15/17	McCue Corporation
Sign post	D787,600	05/23/17	McCue Corporation
Impact absorbing barrier	9,644,393	05/09/17	McCue Corporation
Cart corral	D781,445	03/14/17	McCue Corporation
Extruded rail	D771,277	11/08/16	McCue Corporation
Door frame protection apparatus	9,103,163	08/11/15	McCue Corporation
Ballasted cart storage station	8,998,003	04/07/15	McCue Corporation
Bollard	8,915,670	12/23/14	McCue Corporation
Cart storage station	D701,322	03/18/14	McCue Corporation

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PATENT	PATENT NUMBER	ISSUE DATE	OWNER
Impact-absorbing anchoring assembly for protective barrier	8,444,343	05/21/13	McCue Corporation
Bollard assembly	8,376,650	02/19/13	McCue Corporation
Shopping cart with child carrier apparatus having a bpillar restraint region	8,157,272	04/17/12	McCue Corporation
Cart corral	D655,945	03/20/12	McCue Corporation
Bollard	D646,404	10/04/11	McCue Corporation
Bollard having an impact absorption mechanism	7,901,156	03/08/11	McCue Corporation
Adjustable rigid comer guard	7,587,790	09/15/09	McCue Corporation
Adjustable bollard	7,507,051	03/24/09	McCue Corporation
Adjustable bollard	7,507,050	03/24/09	McCue Corporation
Child supporting apparatus for attachment to a shopping cart	D536,854	02/13/07	McCue Corporation
Child supporting apparatus for attachment to a shopping cart	D 536,500	02/06/07	McCue Corporation
Child supporting apparatus for attachment to a shopping cart	D 529,253	09/26/06	McCue Corporation
Drive anchor	6,991,413	01/31/06	McCue Corporation
Decorative bumper	D501,810	02/15/05	McCue Corporation

PATENT	PATENT NUMBER	ISSUE DATE	OWNER
Decorative bumper	D 501,163	01/25/05	McCue Corporation
Cover for a bollard	D485,374	01/13/04	McCue Corporation
Storage station	6,298,997	10/09/01	McCue Corporation
Protective corner guard	6,260,237	07/17/01	McCue Corporation
Bollard	9228305	01/05/16	McCue International Inc.
Portable barrier apparatus	7909310	03/22/11	Banner Stakes LLC
Barrier system	9175450	11/03/15	Banner Stakes LLC
Barrier apparatus and methods of use	9890506	02/13/18	Banner Stakes LLC

2. PATENT APPLICATIONS

PATENT	APPLICATION NUMBER	FILE DATE	OWNER
Shock absorbing angle barrier	16/712108	12/12/19	McCue Corporation
Barrier with cable system	16/653493	10/15/19	McCue Corporation
Protective barrier	15/940281	03/29/18	McCue Corporation
Cabling system for double height barrier	17/061,593	10/02/20	McCue Corporation
Shock- absorbing coupler	17/002,933	08/26/20	McCue Corporation
Protective equipment	17/019,805	09/14/20	McCue Corporation

PATENT	APPLICATION NUMBER	FILE DATE	OWNER
monitoring system			
Bamboo bumper	16/788,703	02/12/20	McCue Corporation
Bumper mounting assembly	62/986,263	03/06/20	McCue Corporation
Pallet shelf with bumper	63/059,388	07/31/20	McCue Corporation
Operator safety barrier	63/088,648	10/07/20	McCue Corporation
Motorized retractable barrier	63/109,124	11/03/20	Banner Stakes LLC
Post-mounted retractable ribbon barrier	63/109,133	11/03/20	Banner Stakes LLC

RECORDED: 12/22/2020