

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6467121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRIMMWAY ENTERPRISES, INC.	12/23/2020
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS AGENT
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7246707
CORRESPONDENCE DATA	
Fax Number:	
<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:	3122883547
Email:	j.murphy@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S LASALLE ST
Address Line 4:	CHICAGO, ILLINOIS 60604
NAME OF SUBMITTER:	MELANIE A. FAGAN
SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	12/23/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5	
source=IP filing#page1.tif	
source=IP filing#page2.tif	
source=IP filing#page3.tif	
source=IP filing#page4.tif	
source=IP filing#page5.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Grimmway Enterprises, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 23, 2020

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Bank of Montreal, as Agent

Internal Address: _____

Street Address: 115 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: c/o Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: 4151353

Email Address: mfagan@chapman.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP December 23, 2020

Signature

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 054839 FRAME: 0884

PATENT COLLATERAL AGREEMENT

This 23rd day of December, 2020, GRIMMWAY ENTERPRISES, INC., a California corporation ("*Debtor*") with its principal place of business and mailing address at 12064 Buena Vista Blvd., Arvin, California 93203 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such patent or patent application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as defined in that certain Security Agreement dated as of September 12, 2014, among the Debtors, certain affiliates of the Debtor and the Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

The Agent and Debtor hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Patent Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

GRIMMWAY ENTERPRISES, INC.

By: Kasey Osborn
Name: Kasey Osborn
Title: Authorized Signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

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

Title	Filing/Issue Date	Appl./Patent No.	Status	Owner
Two-Slat Design for a Small Piece Remover	Filing Date 12/7/2004 Issue Date 7/24/2007	Appl. No. 11/007,803 Patent No. 7,246,707	Issued	Grimmway Enterprises, Inc.