

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT (SECOND LIEN)	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ICP CONSTRUCTION, INC.	12/29/2020
	GARDNER-GIBSON, INC.	12/29/2020
	GARDNER ASPHALT CORPORATION	12/29/2020
	PLI-DEK, LLC	12/29/2020
	SUN COATINGS, INC.	12/29/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ANTARES CAPITAL, L.P., AS COLLATERAL AGENT	
<b>Street Address:</b>	500 WEST MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 47</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6691898
	Patent Number:	6840462
	Patent Number:	7179845
	Patent Number:	7717357
	Patent Number:	8318827
	Patent Number:	8680168
	Patent Number:	9062168
	Patent Number:	9079197
	Patent Number:	9211552
	Patent Number:	9233385
	Patent Number:	6527203
	Patent Number:	9593222
	Patent Number:	9630767
	Patent Number:	9481790
	Patent Number:	10029266
	Patent Number:	10059824

PATENT

Property Type	Number
Patent Number:	9546037
Patent Number:	8716370
Patent Number:	9493029
Patent Number:	9056519
Patent Number:	8029704
Patent Number:	8153034
Patent Number:	9097011
Patent Number:	9227459
Patent Number:	8309653
Patent Number:	9493675
Patent Number:	D822108
Patent Number:	D822109
Patent Number:	10351334
Patent Number:	10392487
Patent Number:	10549292
Patent Number:	10538378
Patent Number:	10272638
Patent Number:	10138633
Patent Number:	10005254
Patent Number:	9758960
Patent Number:	9512342
Patent Number:	9410062
Patent Number:	6793726
Patent Number:	6786962
Patent Number:	6776833
Patent Number:	6616743
Application Number:	15341717
Application Number:	16685344
Application Number:	16869890
Application Number:	16125052
Application Number:	16140688

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)408-3141

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**Phone:** 202-408-3121 X62348

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**PATENT**

<b>Address Line 4:</b> WASHINGTON, D.C. 20005	
<b>ATTORNEY DOCKET NUMBER:</b>	593005
<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	01/04/2021
<b>Total Attachments: 9</b> source=1-4-2021 ICP-PT#page1.tif source=1-4-2021 ICP-PT#page2.tif source=1-4-2021 ICP-PT#page3.tif source=1-4-2021 ICP-PT#page4.tif source=1-4-2021 ICP-PT#page5.tif source=1-4-2021 ICP-PT#page6.tif source=1-4-2021 ICP-PT#page7.tif source=1-4-2021 ICP-PT#page8.tif source=1-4-2021 ICP-PT#page9.tif	

## SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”) dated December 29, 2020, is made by the Person listed on the signature pages hereof (each, a “**Pledgor**” and, collectively, the “**Pledgors**”) in favor of Antares Capital, L.P., as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NIC ACQUISITION CORP., a Delaware corporation (the “**Industrial Borrower**”), CPC ACQUISITION CORP., a Delaware corporation (the “**Construction Borrower**”), GARDNER-GIBSON ACQUISITION CORP., a Delaware corporation (the “**GGI Borrower**” and, together with the Industrial Borrower and the Construction Borrower, each, a “**Borrower**” and collectively, the “**Borrowers**”) have entered into a Second Lien Credit Agreement, dated as of December 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with ICP GROUP HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), ANTARES CAPITAL, L.P., as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated December 29, 2020, by Holdings, the Borrowers, the Pledgors, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Patents of such Pledgor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

- (1) Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “**Collateral**”):
  - (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
  - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
  - (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any

of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in the Collateral by each Pledgor under this Patent Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Patent Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

(5) Execution in Counterparts. This Patent Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

(6) Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

(7) Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


[Signature Pages Follow]

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

**ICP CONSTRUCTION, INC.**  
**PLI-DEK, LLC, each, a Grantor**

By:   
Name: Sven Doerge  
Title: Chief Financial Officer

**GARDNER-GIBSON, INCORPORATED**  
**SUN COATINGS, LLC**  
**GARDNER ASPHALT CORPORATION, each, a**  
**Grantor**

By:   
Name: Sven Doerge  
Title: Treasurer

ANTARES CAPITAL LP,  
as Collateral Agent

By: Devasena Vallabhaneni  
Name: Devasena Vallabhaneni  
Title: Its Duly Authorized Signatory

Schedule A to the Patent Security Agreement

**United States Patents**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Owner</b>
Push button foam dispensing device	09/683,886	02/27/02	6691898	02/17/04	ICP Construction, Inc.
Two-component dispensing gun nozzle	10/043,755	01/11/02	6840462	01/11/05	ICP Construction, Inc.
Elastomeric latex foams	10/340,049	01/10/03	7179845	02/20/07	ICP Construction, Inc.
Method for rapid insulation of expanses	11/306,722	01/09/06	7717357	05/18/10	ICP Construction, Inc.
Insect-resistant polyurethane foam	12/412,998	03/27/09	8318827	11/27/12	ICP Construction, Inc.
Method for filling wall cavities with expanding foam insulation	13/298,751	11/17/11	8680168	03/25/14	ICP Construction, Inc.
Method for filling concrete block cavities with expanding foam insulation	13/646,785	10/08/12	9062168	06/23/15	ICP Construction, Inc.
Dual polymer needles for disposable foam dispensing gun	13/587,493	08/16/12	9079197	07/14/15	ICP Construction, Inc.
Foam dispensing gun	13/955,793	07/31/13	9211552	12/15/15	ICP Construction, Inc.
Temperature indicating foam gun nozzles & hoses	13/893,911	05/14/13	9233385	01/12/16	ICP Construction, Inc.
Two-component dispensing gun	09/982,325	10/17/01	6527203	03/04/03	ICP Construction, Inc.
Method and composition for filling elongated channels with expanding foam insulation	13/893443	05/14/13	9593222	3/14/2017	ICP Construction, Inc.
Temperature indicating foam gun nozzles & hoses	14/273633	05/09/14	9630767	04/25/2017	ICP Construction, Inc.
Marine Foam	14/737879	06/12/15	9,481,790	11/01/16	ICP Construction, Inc.

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Owner</b>
Foam Dispensing Gun	14/950083	11/24/15	10,029,266	07/24/18	ICP Construction, Inc.
Process for extending the shelf life of gaseous olefinic propellants in polyurethane foams	14/992338	01/11/16	10,059,824	08/28/18	ICP Construction, Inc.
Modular foam dispensing gun	14/748681	06/24/15	9,546,037	01/17/17	ICP Construction, Inc.
Roof Sloping Compound	13/457,424	10/26/12	8716370	05/06/14	Pli-Dek, LLC
Low Volatile Organic Component Dry Erase Siloxane-Based Coatings	14/372,382	07/15/14	9493029	11/15/16	ICP Construction, Inc.
Ambient Cure Solvent-Based Coatings For Writable-Erasable Surfaces	12/505,167	07/17/09	9056519	06/16/15	ICP Construction, Inc.
Flexible Protective Coating	11/212,319	08/25/05	8029704	10/04/11	ICP Construction, Inc.
Flexible Protective Coating	13/224,003	09/01/11	8153034	04/10/12	ICP Construction, Inc.
Heat And Fire Resistant Plastic Foam	12/478,984	06/05/09	9097011	08/04/15	ICP Construction, Inc.
Ambient Cure Solvent-Based Coatings For Writable-Erasable Surfaces	14/739,058	06/15/15	9227459	01/05/16	ICP Construction, Inc.
Ambient Cure Water-Based Coatings For Writable-Erasable Surfaces	12/351,521	01/09/09	8309653	11/13/12	ICP Construction, Inc.
Clear Siloxane-Based Write-Erase Coating With Low Volatile Organic Character	14/386,308	09/18/14	9493675	11/15/16	ICP Construction, Inc.
Dry Erase Board	29/606,895	06/08/17	D822108	07/03/18	ICP Construction, Inc.

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Owner</b>
Dry Erase Board Pivoted To A Table	29/606,899	06/08/17	D822109	07/03/18	ICP Construction, Inc.
Fluid Dispensing Device	15/903,368	02/23/18	10351334	07/16/19	ICP Construction, Inc.
Process For Extending The Shelf Life Of Gaseous Olefinic Propellants In Polyurethane Foams	16/033,276	07/12/18	10392487	08/27/19	ICP Construction, Inc.
Fluid Dispensing Device	16/282,689	02/22/19	10549292	02/04/20	ICP Construction, Inc.
Fluid Dispensing Device	16/295,318	03/26/19	10538378	01/21/20	ICP Construction, Inc.
Silicone-containing roof assemblies and methods for production and use	15/979,745	5/15/2018	10272638	4/30/2019	GARDNER-GIBSON, INCORPORATED
Self-adhering underlayment sheets to form waterproofing joints, related building assemblies and methods	14/924,491	10/27/2015	10138633	11/27/2018	GARDNER-GIBSON, INCORPORATED
Silicone-containing roof assemblies and methods for production and use	15/095,809	4/11/2016	10005254	6/26/2018	GARDNER-GIBSON, INCORPORATED
Radiant barrier	13/793,301	3/11/2013	9758960	9/12/2017	GARDNER-GIBSON, INCORPORATED
Moisture cured polymer and recycled glass roof coating, caulk/sealant and patching compound membranes	14/833,346	8/24/2015	9512342	12/6/2016	Sun Coatings, LLC
Moisture cure asphaltic material and methods of use	14/742,236	6/17/2015	9410062	8/9/2016	GARDNER-GIBSON, INCORPORATED
Aqueous suspensions with bentonite for mastics and sealants	10/113,223	3/29/2002	6793726	9/21/2004	Gardner Asphalt Corporation

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Owner</b>
Emulsion of a colloidal clay and water slurry in a bitumen cutback	10/365,879	2/13/2003	6786962	9/7/2004	Gardner Asphalt Corporation
Emulsion of bitumen in a colloidal clay and water slurry	10/365,880	2/13/2003	6776833	8/17/2004	Gardner Asphalt Corporation
Aqueous emulsions, with bentonite for cold application bitumen	09/887,383	6/22/2001	6616743	9/9/2003	Gardner Asphalt Corporation

### **United States Patent Applications**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>
Building multilayer underlayments, related building assemblies and methods	15/341,717	11/02/2016	Pending	Pending
Fluid Dispensing Device	16/685,344	11/15/19	Pending	Pending
Foam Dispensing Gun with Third Stream	16/869,890	05/08/20	Pending	Pending
Hydrofluoro Olefin Propellant in a Polyurethane Foam Composition	16/125,052	09/07/18	Pending	Pending
Dual Spray Pattern Nozzles	16/140,688	09/25/18	Pending	Pending