PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6526743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HICKMAN EDGE SYSTEMS LLC	02/01/2021

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8381451
Patent Number:	9394695

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562

Email: joanne.arnold@katten.com **Correspondent Name:** JOANNE BL ARNOLD

Address Line 1: KATTEN

Address Line 2: 575 MADISON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	387132.00692	
NAME OF SUBMITTER:	JOANNE BL ARNOLD	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	02/01/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT REEL: 055098 FRAME: 0396

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 31, 2021, by Hickman Edge Systems LLC, a Wisconsin limited liability company ("**Grantor**"), in favor of ANTARES CAPITAL LP, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of April 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, the Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) all issued Patents and pending applications for Patents, in any worldwide jurisdiction, of the Grantor (now owned or hereafter acquired), including those listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages, claims and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof; and
 - (c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

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SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.</u>

- (a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.
- (b) Each party to this Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Patent Security Agreement will affect the right of any party to this Patent Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

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HICKMAN EDGE SYSTEMS LLC, as Grantor

Name: Anthony G. Mallinger

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT REEL: 055098 FRAME: 0399

ANTARES CAPITAL LP, as Collateral Agent

Adam Chalmers

Title: Its Duly Authorized Signatory

Schedule I Patents and Patent Applications

Issued Patents:

Patent Number Title Owner				
8381451	Roof Edge Blocking System	Hickman Edge Systems LLC		
9394695	Adjustable Bracket Device for Selectively Mounting Rain Gutter	Hickman Edge Systems LLC		

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RECORDED: 02/01/2021

PATENT REEL: 055098 FRAME: 0401