

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6630346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRIBAR MANUFACTURING, L.L.C.	03/30/2021
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	2001 ROSS AVENUE, SUITE 2800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8381423
Patent Number:	8266833
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:	7137581105
Email:	iptldocket@velaw.com
Correspondent Name:	W. SCOTT BROWN
Address Line 1:	1001 FANNIN STREET, SUITE 2500
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	GOL406.71007
NAME OF SUBMITTER:	W. SCOTT BROWN
SIGNATURE:	/wsb/
DATE SIGNED:	03/30/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of March 30, 2021 (this “**Agreement**”), is made by TRIBAR MANUFACTURING, L.L.C., a Michigan limited liability company (the “**Assignor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as the Collateral Agent for the Secured Parties (in such capacity, the “**Assignee**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Pledge and Security Agreement, dated as of March 30, 2021, between the Assignor, the other Grantors (as defined therein) party thereto and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, the Assignor is the applicant or registrant for the Patents listed on **Schedule 1** hereto (the “**Assigned Patents**”), which Assigned Patents are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Assignor has pledged and assigned to the Assignee, and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

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

Section 1. Grant of Security. The Assignor hereby pledges and grants to the Assignee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the “**Patent Collateral**”):

(a) the Assigned Patents, together with all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Assignor hereby authorizes the Commissioner for Patents and any other relevant Governmental Authority to record and register this Agreement upon request by the Assignee.

Section 3. Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Patent Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 4. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Successors and Assigns. This Agreement shall be binding on the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

Section 6. Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

Section 7. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

TRIBAR MANUFACTURING, L.L.C.

By: Carl E. Nelson
Name: Carl E. Nelson
Title: Vice President, Secretary and Treasurer

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

TRIBAR MANUFACTURING, L.L.C.

By: _____

Name: Carl E. Nelson

Title: Vice President, Secretary and Treasurer

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**

By:  _____

Name: Justin Betzen

Title: Authorized Signatory

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

Name	Owners	Patent No.	Issue Date	Jurisdiction
Showcase Display Badge	Ford Global Technologies, LLC, Granby Mold, Inc., and Tribar Manufacturing	8,381,423	February 26, 2013	United States of America
Showcase Display Badge	Ford Global Technologies, LLC, Granby Mold, Inc., and Tribar Manufacturing	8,266,833	February 26, 2013	United States of America