506586294 03/31/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6633076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN ROLL FORMED PRODUCTS CORP.	03/31/2021

RECEIVING PARTY DATA

Name:	CIT NORTHBRIDGE CREDIT LLC, AS AGENT		
Street Address:	12221 MERIT DRIVE, SUITE 1700		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75251		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	D782709	

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. Address Line 2: 55 EAST MONROE, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7821.017
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	03/31/2021

Total Attachments: 5

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> **PATENT REEL: 055785 FRAME: 0290**

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 31, 2021, by the undersigned ("Grantor"), in favor of CIT NORTHBRIDGE CREDIT LLC ("Agent"), as Agent for the Lenders (as hereinafter defined).

WITNESSETH

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the ("Loan Agreement") by and among Grantor, Hynes Industries, Inc., an Ohio corporation ("Hynes Industries"), Hynes Kokomo LLC, an Indiana limited liability company ("Hynes Kokomo"; and together with Hynes Industries and Grantor, "Borrowers"), Hynes Holding Company, a Delaware corporation ("Holdings"), the other Persons from time to time party thereto as Guarantors, Agent and the financial institutions ("Lenders") from time to time party thereto. Agent and Lenders have agreed to make Loans for the benefit of Borrowers:

WHEREAS, Agent and Lenders are willing to make the Loans available as provided for in the Loan Agreement, and;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - all of its registered patents ("Patents") set forth on Schedule I hereto; (a)
 - (b) all reissues, continuations or extensions of the foregoing; and
 - subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.
- COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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- AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.
- 5. <u>GOVERNING LAW.</u> This Patent Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.
- 6. <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. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement.

[signature page follows]

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IN WITNESS WHEREOF, 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.

GRANTOR:

AMERICAN ROLL FORMED PRODUCTS CORP.,

an Ohio corporation

By: Law Links

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CIT NORTHBRIDGE CREDIT LLC,

as Agent

Name: Rebecca L Bruch

Title: Authorized Signatory

SCHEDULE I to PATENT SECURITY AGREEMENT

Patents

PATENT	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
Metal Plank	D782709	03/28/17	American Roll Formed Products Corp.

PATENT REEL: 055785 FRAME: 0295

RECORDED: 03/31/2021