

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6668860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VERTICAL DIMENSIONS, LLC	04/21/2021
RECEIVING PARTY DATA	
Name:	GUGGENHEIM CREDIT SERVICES, LLC, AS COLLATERAL AGENT
Street Address:	330 MADISON AVENUE
Internal Address:	11TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D746669
Patent Number:	8468767
Patent Number:	9016021
CORRESPONDENCE DATA	
Fax Number:	(212)230-5199
<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:	212-318-6518
Email:	terrenceboyle@paulhastings.com
Correspondent Name:	TERRENCE G. BOTLE
Address Line 1:	C/O PAULHASTINGS.COM
Address Line 2:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	91401.00027
NAME OF SUBMITTER:	TERRENCE G. BOYLE
SIGNATURE:	/s/ Terrence G. Boyle
DATE SIGNED:	04/21/2021
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

APRIL 21, 2021

WHEREAS, **Vertical Dimensions, LLC**, a Washington limited liability company (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to the Counterpart to Security Agreement (First Lien), dated as of the date hereof, attached to that certain Security Agreement (First Lien) dated as of June 26, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Guggenheim Credit Services, LLC (as successor in interest to Guggenheim Corporate Funding, LLC), as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto) and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (“**Patents**”);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral;
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;
- (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and
- (v) all Proceeds thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

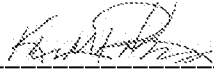
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERTICAL DIMENSIONS, LLC,
a Washington limited liability company

By: *Ron Cauchi*
Name: Ronald Cauchi
Title: Chief Executive Officer

Accepted and Agreed:

GUGGENHEIM CREDIT SERVICES, LLC, as
the Collateral Agent

By:  _____
Name: Kevin M. Robinson
Title: Attorney-in-Fact

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS AND APPLICATIONS

US Patents:

<u>Patent Number</u>	<u>Country</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Owner</u>
D746,669	USA	Spline for a wall panel system	29/484,912	March 13, 2014	Vertical Dimensions, LLC
8,468,767	USA	Wall panel system and method of assembling the same	12/782,559	May 18, 2010	Vertical Dimensions, LLC
9,016,021	USA	Pad stud assembly	14/252,182	April 14, 2014	Vertical Dimensions, LLC