

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6777994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MOUNT VERNON MILLS, INC.	06/18/2021
MOUNT VERNON CHEMICALS LLC	06/18/2021
RECEIVING PARTY DATA	
Name:	SIENA LENDING GROUP LLC
Street Address:	9 W BROAD STREET
Internal Address:	6TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9499936
Patent Number:	10633789
Patent Number:	10662580
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	215-569-5619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (140690-01017)
Address Line 1:	BLANK ROME LLP
Address Line 2:	ONE LOGAN SQUARE, 8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	140690-01017
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/23/2021
Total Attachments: 13	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of June 18, 2021 by Mount Vernon Mills, Inc., a Maryland corporation ("Grantor 1") and Mount Vernon Chemicals LLC, a South Carolina limited liability company ("Grantor 2" and together with Grantor 1 and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, as agent for the Lenders (in such capacity, together with its successors and assigns, "Agent");

WITNESSETH

WHEREAS, each Grantors, certain Grantors' affiliates and Agent are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Agent and Lenders; and

WHEREAS, Each Grantor has granted to Agent for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent for the benefit of the Lenders a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all active trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Agent, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Agent may, at Agent's option, be joined as a nominal party to this suit if Agent shall be satisfied that the joinder is necessary and that Agent is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

MOUNT VERNON MILLS, INC.

By: William E. Duncan
Name: William E. Duncan
Its: President and CEO

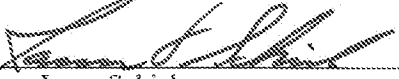
MOUNT VERNON CHEMICALS LLC

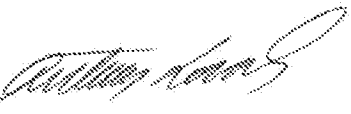
By: William E. Duncan
Name: William E. Duncan
Its: Manager

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Jason Schick
Its: Authorized Signatory

By: 
Name: Anthony Lavinio
Its: Authorized Signatory



[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
Flame retardant, cotton/thermoset fabrics	USA	Mount Vernon Mills, Inc.	11/22/2016	9499936
FLAME RETARDANT FABRICS AND PROCESS TO MAKE SAME	USA	Mount Vernon Mills, Inc.	4/28/2020	10633789
METHOD FOR DYEING MODACRYLIC/CELLULOSIC BLEND FABRICS	USA	Mount Vernon Mills, Inc.	5/26/2020	10662580

(b) Trademarks and Trademark Licenses

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Mount Vernon Mills, Inc.	12/7/2010	3886940
	USA	Mount Vernon Mills, Inc.	6/12/2001	2460123
AMSOFT	USA	Mount Vernon Mills, Inc.	2/12/2013	4289744
ALKON	USA	Mount Vernon Chemicals, LLC	3/17/1998	2144692
APOLLO	USA	Mount Vernon Chemicals, LLC	1/14/1997	2029459
BARBALUBE	USA	Mount Vernon Chemicals, LLC	3/17/1998	2144693
BARFOAMKIL	USA	Mount Vernon Chemicals, LLC	8/4/1998	2178137
BARPEL	USA	Mount Vernon Chemicals, LLC	9/21/1999	2279357
DYBILD	USA	Mount Vernon Chemicals, LLC	3/17/1998	2144694
FLUFTONE	USA	Mount Vernon Chemicals, LLC	3/7/2000	2325185
GARDOL	USA	Mount Vernon Chemicals, LLC	3/31/1998	2147726

(c) Copyrights and Copyright Licenses

None.

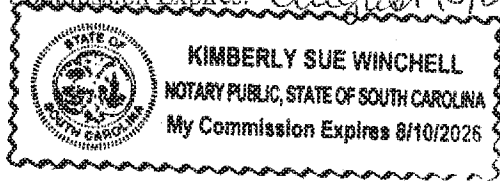
[Schedule 1 to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF South Carolina : SS
COUNTY OF Greenville :

On this 18th day of June, 2021 before me personally appeared William E. Duncan, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Mount Vernon Mills, Inc., a Maryland corporation that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Kimberly Sue Winchell
Notary Public
My Commission Expires: August 10, 2026



Acknowledgement to Intellectual Property Security Agreement

POWER OF ATTORNEY

MOUNT VERNON MILLS, INC., a Maryland corporation (“Grantor”), hereby authorizes SIENA LENDING GROUP LLC, as agent for Lenders (in such capacity, together with its successors and assigns, and any officer or agent thereof, “Agent”) under that certain Loan and Security Agreement among Agent, certain other Lenders party thereto from time to time, Grantor and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Agreement”), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed,
this 18th day of June, 2021.

MOUNT VERNON MILLS, INC.

By: William E. Duncan

Name: William E. Duncan

Its: President and CEO

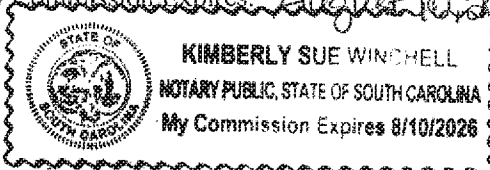
[Signature page to Power of Attorney to Intellectual Property Security Agreement]

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COUNTY OF Greenville :

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Kimberly Sue Winchell
Notary Public
My Commission Expires: August 10, 2026



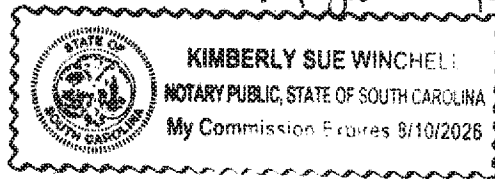
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By: William E. Duncan
Name: William E. Duncan
Its: Manager

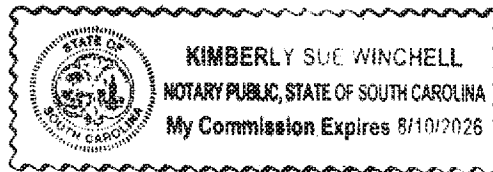
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