

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6791979

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DIXIE CHEMICAL COMPANY, INC.	06/24/2021
RECEIVING PARTY DATA		
Name:	REGIONS BANK	
Street Address:	1180 WEST PEACHTREE STREET NW, SUITE 1000	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30309	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6624128
CORRESPONDENCE DATA		
Fax Number:	(617)523-6850	
<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:	617-523-2700	
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com	
Correspondent Name:	HOLLAND & KNIGHT LLP	
Address Line 1:	10 ST. JAMES AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02116	
ATTORNEY DOCKET NUMBER:	028282.00802	
NAME OF SUBMITTER:	SUSAN C. DINICOLA	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	06/30/2021	
Total Attachments: 4		
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source=09. Dixie Chemical Patent Security Agreement#page4.tif		

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 24, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **REGIONS BANK**, an Alabama bank (“*Regions Bank*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, DIXIE HOLDINGS, INC., a Delaware corporation (“*Holdings*”), DIXIE CHEMICAL COMPANY, INC., a Delaware corporation (“*Dixie Chemical*” and, together with Holdings and any Person that may become a borrower under the Credit Agreement, collectively, the “*Borrowers*” and individually, each a “*Borrower*”), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto (collectively, the “*Lenders*”), Regions Bank, an Alabama banking corporation (as further defined below, “*Regions Bank*”), in its capacities as a Lender, the Swing Line Lender and LC Issuer, and Regions Bank, in its capacities as administrative and collateral agent for the Lenders, LC Issuer and other Secured Parties (Regions Bank, acting in such latter capacities, together with its successors and assigns in such capacity, “*Administrative Agent*”) have entered into that Credit Agreement, dated as of June 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Security Agreement dated as of June 24, 2021 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Patent Collateral*”):

(a) all of its now owned or hereafter acquired inventions, discoveries, ideas, industrial designs and all patents and industrial designs registered and applications therefor and, including, without limitation, the patents, patent applications, industrial designs, and industrial design applications listed on Schedule I attached hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. 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 each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Section Headings. Section headings used herein are included herein for convenience of reference only and shall not constitute a part hereof or thereof for any other purpose or be given any substantive effect.

Section 7. Severability. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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:

DIXIE CHEMICAL COMPANY, INC.

By: 

Name: Mark Barta

Title: Chief Financial Officer

[Signature Page]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

Company	Title	Patent Number	Application Number	Issue Date
DIXIE CHEMICAL COMPANY, INC.	WATER MISCIBLE COMPOSITION CONTAINING A CARBOXYLIC ACID DIESTER AND A FATTY ACID SALT	6624128	09/822,088	September 23, 2003

2. PATENT APPLICATIONS

None.

3. PATENT LICENSES

None.