

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6858619

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EMEH, INC.	07/21/2021
	CONSTRUCTION SPECIALITIES, INC.	07/21/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	186 WOOD AVENUE S	
Internal Address:	FLOOR 02	
City:	ISELIN	
State/Country:	NEW JERSEY	
Postal Code:	08830	
PROPERTY NUMBERS Total: 33		
Property Type	Number	
Patent Number:	7080491	
Patent Number:	D616571	
Patent Number:	D616572	
Patent Number:	D616573	
Patent Number:	D619272	
Patent Number:	D620151	
Patent Number:	8997432	
Patent Number:	8601767	
Patent Number:	8291670	
Patent Number:	10722991	
Patent Number:	9340983	
Patent Number:	D744119	
Patent Number:	9320380	
Patent Number:	9290931	
Patent Number:	9428904	
Patent Number:	10584480	
Patent Number:	9869084	
Patent Number:	9758981	

Property Type	Number
Patent Number:	9593525
Patent Number:	10968636
Patent Number:	10794062
Patent Number:	10370856
Application Number:	17255983
Patent Number:	6499265
Patent Number:	6430884
Patent Number:	6484462
Patent Number:	6601355
Patent Number:	6675539
Patent Number:	6932328
Patent Number:	7886501
Patent Number:	7775013
Patent Number:	7621102
Patent Number:	7587876

CORRESPONDENCE DATA

Fax Number: (216)579-0212

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: 216-586-7129

Email: clkiedrowski@jonesday.com

Correspondent Name: CARRIE L. KIEDROWSKI, JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114

NAME OF SUBMITTER:	CARRIE L. KIEDROWSKI
SIGNATURE:	/Carrie L. Kiedrowski/
DATE SIGNED:	08/11/2021

Total Attachments: 9

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 21, 2021 (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A. (in such capacity and together with its successors and permitted assigns in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of July 21, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Borrowers (as defined therein), the other Loan Parties (as defined therein) from time to time party thereto, and JPMorgan Chase Bank, N.A., as Lender;

WHEREAS, each of the Grantors is party to that certain Pledge and Security Agreement dated as of July 21, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Lender, for the benefit of the Secured Parties, 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 Lender to enter into the Credit Agreement and to induce the Lender to make the extension of credit to the Borrowers upon the terms and subject to the conditions thereunder, each Grantor hereby agrees with the Lender as follows:

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

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 Secured Obligations of such Grantor, hereby pledges and grants to the Lender, for the benefit of the Secured Parties, a security interest in the following Collateral of such Grantor (the “Patent Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;
- (b) all reissues, 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.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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 herein by reference, *mutatis mutandis*, as if fully set forth herein, and

the parties hereto agree to such terms. 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 retain full and complete responsibility for the prosecution, defense, enforcement or any other actions it deems necessary or desirable in connection with their Patents subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Patent Security Agreement.

Section 6. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

Section 8. Loan Document. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

(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.

EMEH, Inc., as Grantor


By: Gordon A. Stewart
Name: Gordon A. Stewart
Title: CFO

Construction Specialties, Inc., as Grantor

By: Gordon A. Stewart
Name: Gordon A. Stewart
Title: CFO

Accepted by:

JPMORGAN CHASE BANK, N.A.,
as Lender,

By: 
Name: Richard J. Baldwin
Title: Authorized Officer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Current U.S. Patents and Published Patent Applications Assigned to E.M.E.H. Inc

Publication Number	Title	Application Number	Publication Date	Owner (Derwent Data)
US7080491B1	Expansion joint cover with modular center	US2000593785A	2006-07-25	EMEH Inc.
USD616571S1	Floor section module for entrance floor	US2009336215F	2010-05-25	EMEH Inc.
USD616572S1	Floor section module for entrance floor	US2009336224F	2010-05-25	EMEH Inc.
USD616573S1	Floor section module for entrance floor	US2009336229F	2010-05-25	EMEH Inc.
USD619272S1	Floor section modular for entrance floor	US2009336217F	2010-07-06	EMEH Inc.
USD620151S1	Floor section module for entrance floor	US2009336222F	2010-07-20	EMEH Inc.
US8997432B2	Modular entrance floor system	US14082957A	2015-04-07	EMEH Inc.

Publication Number	Title	Application Number	Publication Date	Owner (Derwent Data)
US8601767B2	Modular entrance floor system	US13611305A	2013-12-10	EMEH Inc.
US8291670B2	Modular entrance floor system	US2009432587A	2012-10-23	EMEH Inc.
US10722991B2	Entrance floor system	US15130142A	2020-07-28	EMEH Inc.
US9340983B2	Entrance floor system	US14063849A	2016-05-17	EMEH Inc.
USD744119S1	Portion of an entrance floor	US2014480645F	2015-11-24	EMEH Inc.
US9320380B2	Cubicle curtain loading system and method	US14312904A	2016-04-26	EMEH Inc.
US9290931B2	Wall installation systems and methods	US14324275A	2016-03-22	EMEH Inc.
US9428904B2	Modular joint barrier retainer assembly and method	US14474632A	2016-08-30	EMEH Inc.

Publication Number	Title	Application Number	Publication Date	Owner (Derwent Data)
US10584480B2	Stair expansion joint system with freedom of movement between landings	US15834243A	2020-03-10	EMEH Inc.
US9869084B2	Stair expansion joint system with freedom of movement between landings	US14513354A	2018-01-16	EMEH Inc.
US9758981B2	Stair expansion joint system with freedom of movement between landings	US15078378A	2017-09-12	EMEH Inc.
US9593525B1	Articulated overhead door systems and methods	US14859923A	2017-03-14	EMEH Inc.
US10968636B2	Moveable stair systems and methods	US16612800A	2021-04-06	EMEH Inc.
US10794062B2	Modular stair system	US16510281A	2020-10-06	EMEH Inc.
US10370856B2	Modular stair system	US15844029A	2019-08-06	EMEH Inc.
US2021/0115658A1	ROTATIONAL CONNECTIONS FOR STAIRS	US202017255983A	2021-04-22	EMEH Inc.

Current U.S. Patents and Published Patent Applications Assigned to Construction Specialties Inc.

Publication Number	Title	Application Number	Publication Date	Owner (Derwent Data)
US6499265B2	Expansion joint cover	US2001941269A	2002-12-31	Construction Specialties Inc.
US6430884B1	Seismic wall and ceiling expansion joint covers	US2001892410A	2002-08-13	Construction Specialties Inc.
US6484462B2	Seismic expansion joint cover	US2001781495A	2002-11-26	Construction Specialties Inc.
US6601355B2	Wall protector installation	US2001884352A	2003-08-05	Construction Specialties Inc.
US6675539B2	Roof seismic motion-absorbing gap cover	US2001883517A	2004-01-13	Construction Specialties Inc.
US6932328B2	Rail installation and adapter therefor	US2003438710A	2005-08-23	Construction Specialties Inc.
US7886501B2	Door edge construction	US2006454046A	2011-02-15	Construction Specialties Inc.

Publication Number	Title	Application Number	Publication Date	Owner (Derwent Data)
US7775013B2	Door edge construction	US2006615607A	2010-08-17	Construction Specialties Inc.
US7621102B2	Door edge construction	US2003686325A	2009-11-24	Construction Specialties Inc.
US7587876B2	Door edge construction	US2006615630A	2009-09-15	Construction Specialties Inc.