

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6911057

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRAESIDE HOLDINGS, LLC	06/30/2021
RECEIVING PARTY DATA		
Name:	CIBC BANK USA	
Street Address:	120 S. LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D548796
CORRESPONDENCE DATA		
Fax Number:	(202)906-8669	
<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:	202.906.8618	
Email:	tm@dykema.com	
Correspondent Name:	ERIC T. FINGERHUT	
Address Line 1:	1301 K STREET, N.W., SUITE 1100 WEST	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	104085-0515	
NAME OF SUBMITTER:	ERIC T. FINGERHUT	
SIGNATURE:	/eric t. fingerhut/	
DATE SIGNED:	09/10/2021	
Total Attachments: 8		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “Security Agreement”) is made as of June 30, 2021, by and between BRAESIDE HOLDINGS, LLC (formerly known as BPC Acquisition, LLC), an Illinois limited liability company (“Braeside” or a “Borrower”) and CIBC BANK USA (“Lender”).

W I T N E S S E T H

WHEREAS, Braeside, Colony Display Intermediate LLC, a Delaware limited liability company (“Holdings”), Colony Display Intermediate II LLC, a Delaware limited liability company (“Intermediate”), Colony Display LLC, a Delaware limited liability company (“Colony”, and together with Braeside and Intermediate, collectively the “Borrowers” and each a “Borrower”) and Lender are parties to a certain Loan and Security Agreement dated as of November 8, 2019 (as amended, amended and restated or otherwise modified from time to time, the “Loan Agreement”) and other related loan documents dated as of various dates (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the “Financing Agreements”), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Lender of a security interest in certain of Borrower’s assets, including, without limitation, its patents and patent applications;

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, Borrower agrees as follows:

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

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement), Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Patents”).

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until the Obligations shall have been satisfied in full, all commitments of Lender to extend credit to and/or on behalf of any and all Loan Parties shall have been terminated and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect Borrower's right to grant nonexclusive licenses to third parties to use any of the Patents or to enter into agreements with respect to any of the Patents in the ordinary course of business to the extent not otherwise prohibited by the terms of the Financing Agreements.

5. New Patents. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Borrower. If, before the Obligations shall have been satisfied in full, all commitments of Lender to extend credit to and/or on behalf of any and all Loan Parties shall have been terminated or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, or (iv) take any action to revive or complete any abandoned, lapsed or dead patent application or to register any patentable invention, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of a Borrower, Borrower shall give to Lender prompt written notice thereof.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of the last to expire of the Patents, and (ii) the payment in full of the Obligations, all commitments of Lender to extend credit to and/or on behalf of any and all Loan Parties shall have been terminated and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the

use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to any Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, termination of all commitments of Lender to extend credit to and/or on behalf of any and all Loan Parties and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements, including, but not limited to, delivering to Borrower all releases and other instruments as may be reasonably necessary or proper to terminate Lender's security interest in the Patents.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne jointly and severally by Borrowers. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable, documented and out-of-pocket attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable, documented and out-of-pocket counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

9. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any patent applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Borrowers.

10. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right in connection with the enforcement of the rights granted it hereunder, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrowers or other Loan Parties (or any one of them) and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full, all commitments of Lender to extend credit to and/or on behalf of any and all Loan Parties shall have been terminated and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

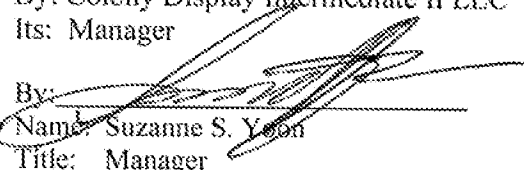
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IN WITNESS WHEREOF, Borrower has duly executed this Patent Security Agreement as of the date first written above,

BRAESIDE HOLDINGS, LLC, an Illinois
limited liability company

By: Colony Display LLC
Its: Sole Member

By: Colony Display Intermediate II LLC
Its: Manager

By: 
Name: Suzanne S. Yoon
Title: Manager

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: Andrew Hoffman
Title: Managing Director

IN WITNESS WHEREOF, Borrower has duly executed this Patent Security Agreement as of the date first written above.

BRAESIDE HOLDINGS, LLC, an Illinois
limited liability company

By: Colony Display LLC
Its: Sole Member

By: Colony Display Intermediate II LLC
Its: Manager

By: _____
Name: Suzanne S. Yoon
Title: Manager

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: Andrew Hoffman
Title: Managing Director

SCHEDULE A

PATENTS

<u>Owner</u>	<u>Patent Description</u>	<u>Patent No.</u>	<u>Filed Date</u>
Braeside Holdings, LLC, formerly known as BPC Acquisition, LLC ¹	Display device	D548,796	May 25, 2006

PATENT APPLICATIONS

<u>Owner</u>	<u>Patent Description</u>	<u>Patent Application No.</u>

¹ This patent is owned by Braeside Holdings, LLC but the record ownership with the U.S. Patent and Trademark Office currently lists "Braeside Displays/Braeside Plastics Corporation." As a post-closing covenant pursuant to the Loan Agreement, the Loan Parties will update the chain of title to reflect ownership by Braeside Holdings, LLC.