

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7057511

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
OFFICEMATE, LLC		12/03/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK N.A.	
Street Address:	10 SOUTH DEARBORN	
Internal Address:	FLOOR 35	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 80		
Property Type	Number	
Patent Number:	D645903	
Patent Number:	D654954	
Patent Number:	D575826	
Patent Number:	D605703	
Patent Number:	D611542	
Patent Number:	D611543	
Patent Number:	D697554	
Patent Number:	D697973	
Patent Number:	D753764	
Patent Number:	D753765	
Patent Number:	D753766	
Patent Number:	D803314	
Patent Number:	D821493	
Patent Number:	D697135	
Patent Number:	D697553	
Patent Number:	D578162	
Patent Number:	D632082	
Patent Number:	D654745	
Patent Number:	D637480	

PATENT

Property Type	Number
Patent Number:	D665843
Patent Number:	D713456
Patent Number:	D604769
Patent Number:	D648801
Patent Number:	D648802
Patent Number:	D665845
Patent Number:	D672395
Patent Number:	D665846
Patent Number:	D646722
Patent Number:	D588647
Patent Number:	D717868
Patent Number:	D715862
Patent Number:	D715863
Patent Number:	D720810
Patent Number:	D612891
Patent Number:	D687892
Patent Number:	D708258
Patent Number:	D720401
Patent Number:	D599146
Patent Number:	D713455
Patent Number:	D739463
Patent Number:	D645089
Patent Number:	D645904
Patent Number:	D655346
Patent Number:	D567861
Patent Number:	D567862
Patent Number:	D568401
Patent Number:	D571406
Patent Number:	D573649
Patent Number:	D618728
Patent Number:	D618729
Patent Number:	D633145
Patent Number:	D633146
Patent Number:	D655754
Patent Number:	D662137
Patent Number:	D662138
Patent Number:	D662139
Patent Number:	D687891

Property Type	Number
Patent Number:	D687893
Patent Number:	D635192
Patent Number:	D713453
Patent Number:	D599856
Patent Number:	D713454
Patent Number:	D650861
Patent Number:	D650862
Patent Number:	D614466
Patent Number:	D614467
Patent Number:	D623494
Patent Number:	D623495
Patent Number:	D665847
Patent Number:	D713230
Patent Number:	D665848
Patent Number:	D665844
Patent Number:	8936189
Patent Number:	D573647
Patent Number:	D543648
Patent Number:	D573653
Patent Number:	D585496
Patent Number:	D585942
Patent Number:	D645902
Patent Number:	D724145

CORRESPONDENCE DATA

Fax Number:

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: 3122883547
Email: j.murphy@wolterskluwer.com
Correspondent Name: CT CORPORATION
Address Line 1: 208 S LASALLE STREET
Address Line 2: SUITE 814
Address Line 4: CHICAGO, ILLINOIS 60604

NAME OF SUBMITTER:	DIANDRA M. LAMANTIA
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	12/06/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of December 3, 2021 is made by OFFICEMATE, LLC (the “Grantor”), in favor of JPMORGAN CHASE BANK N.A. (together with its successors and permitted assigns, the “Lender”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Revolving Credit Agreement”) among VTI ACQUISITION, INC., a Delaware corporation (the “Initial Borrower” and “Holdings”), VICTOR TECHNOLOGY, LLC, an Illinois limited liability company (the “Successor Borrower” and together with the Initial Borrower, collectively, the “Borrower”), OFFICEMATE, LLC, an Illinois limited liability company (“Initial Guarantor”; and together with the Initial Borrower and the Successor Borrower, the “Loan Parties”), and the Lender, and the Lender has agreed to make Revolving Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Revolving Credit Agreement, all of the Loan Parties are party to a Pledge and Security Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Lender to enter into the Revolving Credit Agreement, to induce the Lender to make the Revolving Loans to the Borrower thereunder, and intending to be legally bound, the Grantor hereby agrees with the Lender, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The 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 (as defined in the Credit Agreement) of the Grantor, hereby mortgages, pledges, collaterally assigns and transfers to Lender, and grants to the Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Parent Collateral”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right in, to or under any Patent, including the U.S. Patents and U.S. Patent applications referred to on Schedule 1 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, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Lender pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Lender and the obligations of the Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTIONS 7.16, 7.17 AND 7.18 OF THE PLEDGE AND SECURITY AGREEMENT (“CHOICE OF LAW”, “CONSENT TO JURISDICTION”, AND “WAIVER OF JURY TRIAL”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 7. Miscellaneous. The terms and provisions of Sections 7.1, 7.7, 7.8, 7.10, 7.11, 7.13, 7.15, 7.19, and 7.20 of the Pledge and Security Agreement (“Waivers”, “No Waiver; Amendments; Cumulative Remedies”, “Limitation by Law; Severability of Provisions”, “Benefit of Agreement”, “Survival of Representations”, “Headings”, “Entire Agreement”, “Indemnity”, and “Counterparts”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Revolving Credit and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

OFFICEMATE, LLC, as Grantor

By 

Name: Peter H. Smith, Jr.

Title: Vice President

SCHEDULE 1

TO

PATENT SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	APPLICATION DATE	LOAN PARTY
BUSINESS CARD HOLDER	D645903	27-SEP-2011	29372633	16-DEC-2010	OFFICEMATE, LLC
BUSINESS CARD HOLDER	D654954	28-FEB-2012	29373279	25-MAR-2011	OFFICEMATE, LLC
CLIPBOARD	D575826	26-AUG-2008	29285580	2-APR-2007	OFFICEMATE, LLC
CLIPBOARD	D605703	8-DEC-2009	29315846	29-JUL-2009	OFFICEMATE, LLC
CLIPBOARD	D611542	9-MAR-2010	29315836	29-JUL-2009	OFFICEMATE, LLC
CLIPBOARD	D611543	9-MAR-2010	29315839	29-JUL-2009	OFFICEMATE, LLC
CLIPBOARD	D697554	14-JAN-2014	29442672	16-APR-2013	OFFICEMATE, LLC
CLIPBOARD	D697973	21-JAN-2014	29442671	16-APR-2013	OFFICEMATE, LLC
CLIPBOARD	D753764	12-APR-2016	29474166	24-JUN-2014	OFFICEMATE, LLC
CLIPBOARD	D753765	12-APR-2016	29474277	31-JUL-2014	OFFICEMATE, LLC
CLIPBOARD	D753766	12-APR-2016	29474278	31-JUL-2014	OFFICEMATE, LLC
CLIPBOARD	D803314	21-NOV-2017	29620410	29-NOV-2016	OFFICEMATE, LLC
CLIPBOARD	D821493	26-JUN-2018	29620409	29-NOV-2016	OFFICEMATE, LLC
CLIPBOARD CASE	D697135	7-JAN-2014	29442781	15-MAY-2013	OFFICEMATE, LLC
CLIPBOARD WITH CALCULATOR	D697553	14-JAN-2014	29442669	16-APR-2013	OFFICEMATE, LLC
CLIPBOARD WITH PEN HOLDER	D578162	7-OCT-2008	29267599	18-OCT-2006	OFFICEMATE, LLC
CORNER ORGANIZER	D632082	8-FEB-2011	29349199	16-MAR-2010	OFFICEMATE, LLC
CORNER SHELF	D654745	28-FEB-2012	29349202	16-MAR-2010	OFFICEMATE, LLC

CUBICAL CLIP	D637480	10-MAY-2011	29348285	17-DEC-2009	OFFICEMATE, LLC
DESK ORGANIZER	D665843	21-AUG-2012	29373495	14-APR-2011	OFFICEMATE, LLC
DESK ORGANIZER	D713456	16-SEP-2014	29442783	15-MAY-2013	OFFICEMATE, LLC
DESK TOP FILE ORGANIZER	D604769	24-NOV-2009	29313143	11-DEC-2008	OFFICEMATE, LLC
DOCUMENT TRAY	D648801	15-NOV-2011	29385052	8-FEB-2011	OFFICEMATE, LLC
DOCUMENT TRAY	D648802	15-NOV-2011	29385058	8-FEB-2011	OFFICEMATE, LLC
DRAWER TRAY	D665845	21-AUG-2012	29373496	14-APR-2011	OFFICEMATE, LLC
DRAWER TRAY	D672395	11-DEC-2012	29373884	3-JUN-2011	OFFICEMATE, LLC
FILE ORGANIZER	D665846	21-AUG-2012	29373494	14-APR-2011	OFFICEMATE, LLC
HOLDER	D646722	11-OCT-2011	29385050	8-FEB-2011	OFFICEMATE, LLC
HOLE PUNCH	D588647	17-MAR-2009	29301077	8-FEB-2008	OFFICEMATE, LLC
HOLE PUNCH	D717868	18-NOV-2014	29478219	2-JAN-2014	OFFICEMATE, LLC
INCLINE SORTER	D715862	21-OCT-2014	29463423	18-NOV-2013	OFFICEMATE, LLC
INCLINE SORTER	D715863	21-OCT-2014	29463425	18-NOV-2013	OFFICEMATE, LLC
INCLINE SORTER	D720810	6-JAN-2015	29463426	18-NOV-2013	OFFICEMATE, LLC
INCLINE SORTER WITH ORGANIZER	D612891	30-MAR-2010	29313144	11-DEC-2008	OFFICEMATE, LLC
LITERATURE HOLDER	D687892	13-AUG-2013	29421161	1-JUN-2012	OFFICEMATE, LLC
MAGAZINE FILE	D708258	1-JUL-2014	29442779	15-MAY-2013	OFFICEMATE, LLC
MAGAZINE FILE	D720401	30-DEC-2014	29463427	18-NOV-2013	OFFICEMATE, LLC
OFF SURFACE SHELF	D599146	1-SEP-2009	29314192	12-MAR-2009	OFFICEMATE, LLC
ORGANIZER	D713455	16-SEP-2014	29442782	15-MAY-2013	OFFICEMATE, LLC
ORGANIZER	D739463	22-SEP-2015	29463655	31-JAN-2014	OFFICEMATE, LLC
PAPER ORGANIZER	D645089	13-SEP-2011	29372635	16-DEC-2010	OFFICEMATE, LLC
PAPER ORGANIZER	D645904	27-SEP-2011	29372634	16-DEC-2010	OFFICEMATE, LLC

PAPER ORGANIZER	D655346	6-MAR-2012	29372629	16-DEC-2010	OFFICEMATE, LLC
PAPER PUNCH	D567861	29-APR-2008	29271793	26-JAN-2007	OFFICEMATE, LLC
PAPER PUNCH	D567862	29-APR-2008	29271802	26-JAN-2007	OFFICEMATE, LLC
PAPER PUNCH	D568401	6-MAY-2008	29267600	18-OCT-2006	OFFICEMATE, LLC
PAPER PUNCH	D571406	17-JUN-2008	29293819	13-DEC-2007	OFFICEMATE, LLC
PAPER PUNCH	D573649	22-JUL-2008	29293821	13-DEC-2007	OFFICEMATE, LLC
PAPER PUNCH	D618728	29-JUN-2010	29316537	6-OCT-2009	OFFICEMATE, LLC
PAPER PUNCH	D618729	29-JUN-2010	29316538	6-OCT-2009	OFFICEMATE, LLC
PAPER PUNCH	D633145	22-FEB-2011	29370563	5-AUG-2010	OFFICEMATE, LLC
PAPER PUNCH	D633146	22-FEB-2011	29370564	5-AUG-2010	OFFICEMATE, LLC
PAPER PUNCH	D655754	13-MAR-2012	29373282	25-MAR-2011	OFFICEMATE, LLC
PAPER PUNCH	D662137	19-JUN-2012	29374626	13-SEP-2011	OFFICEMATE, LLC
PAPER PUNCH	D662138	19-JUN-2012	29374627	13-SEP-2011	OFFICEMATE, LLC
PAPER PUNCH	D662139	19-JUN-2012	29374628	13-SEP-2011	OFFICEMATE, LLC
PAPER PUNCH	D687891	13-AUG-2013	29421416	23-JUL-2012	OFFICEMATE, LLC
PAPER SORTER	D687893	13-AUG-2013	29421162	1-JUN-2012	OFFICEMATE, LLC
PAPER TRAY	D635192	29-MAR-2011	29349197	16-MAR-2010	OFFICEMATE, LLC
PENCIL CUP	D713453	16-SEP-2014	29442780	15-MAY-2013	OFFICEMATE, LLC
RING BINDER CLIPBOARD	D599856	8-SEP-2009	29307643	2-MAY-2008	OFFICEMATE, LLC
ROTARY DESK ORGANIZER	D713454	16-SEP-2014	29463083	23-SEP-2013	OFFICEMATE, LLC
ROTARY ORGANIZER	D650861	20-DEC-2011	29372630	16-DEC-2010	OFFICEMATE, LLC
ROTARY ORGANIZER	D650862	20-DEC-2011	29372632	16-DEC-2010	OFFICEMATE, LLC
SCISSORS	D614466	27-APR-2010	29316539	6-OCT-2009	OFFICEMATE, LLC
SCISSORS	D614467	27-APR-2010	29316540	6-OCT-2009	OFFICEMATE, LLC

SCISSORS	D623494	14-SEP-2010	29348284	17-DEC-2009	OFFICEMATE, LLC
SCISSORS	D623495	14-SEP-2010	29348287	17-DEC-2009	OFFICEMATE, LLC
STACKING PAPER TRAY	D665847	21-AUG-2012	29373882	3-JUN-2011	OFFICEMATE, LLC
STAPLER	D713230	16-SEP-2014	29463424	18-NOV-2013	OFFICEMATE, LLC
SUPPLY BASKET	D665848	21-AUG-2012	29374629	13-SEP-2011	OFFICEMATE, LLC
SUPPLY ORGANIZER	D665844	21-AUG-2012	29373280	25-MAR-2011	OFFICEMATE, LLC
SWITCHABLE HOLE PUNCH APPARATUS	8936189	20-JAN-2015	13553988	20-JUL-2012	OFFICEMATE, LLC
TAPE DISPENSER	D573647	22-JUL-2008	29294433	10-JAN-2008	OFFICEMATE, LLC
TAPE DISPENSER	D573648	22-JUL-2008	29294434	10-JAN-2008	OFFICEMATE, LLC
WALL FILE	D573653	22-JUL-2008	29267598	18-OCT-2006	OFFICEMATE, LLC
WALL FILE	D585496	27-JAN-2009	29285579	2-APR-2007	OFFICEMATE, LLC
WALL FILE	D585942	3-FEB-2009	29285581	2-APR-2007	OFFICEMATE, LLC
WALL MOUNT PAPER HOLDER	D645902	27-SEP-2011	29372631	16-DEC-2010	OFFICEMATE, LLC
DESKTOP FILE ORGANIZER	D724145	10-MAR-2015	29/463,656	31-JAN-2014	OFFICEMATE, LLC