

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7093940

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LORAD, LLC	12/23/2021
ADLOR, LLC	12/23/2021
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16193936
Patent Number:	9688291
CORRESPONDENCE DATA	
Fax Number:	(216)479-8780
<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:	216-479-8500
Email:	ip-squiretm@squirepb.com
Correspondent Name:	CHANGDAE BAEK
Address Line 1:	SQUIRE PATTON BOGGS (US) LLP
Address Line 2:	4900 KEY TOWER, 127 PUBLIC SQUARE
Address Line 4:	CLEVELAND, OHIO 44114
NAME OF SUBMITTER:	CHANGDAE BAEK
SIGNATURE:	/Changdae Baek/
DATE SIGNED:	12/27/2021
Total Attachments: 5	
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented, replaced and otherwise modified from time to time, this “IP Security Agreement”) is made and entered into as of this 23rd day of December, 2021, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a “Grantor” and collectively, the “Grantors”) and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

Recitals:

A. DFP ACQUISITION CORP., a Delaware corporation, LORAD LLC, an Ohio limited liability company, ADLOR LLC, an Ohio limited liability company, LORAD IC-DISC, INC. an Ohio corporation, PEAK FALL PROTECTION, LLC, a Delaware limited liability company and VERSATILE FALL PROTECTION LLC, a California limited liability company (each a “Borrower” and collectively, the “Borrowers”), the Guarantors party thereto, as the “Guarantors”, including, without limitation, the Grantors, the Lenders party thereto, as the “Lenders”, PNC Bank, National Association, as the “Administrative Agent”, and PNC Bank, National Association, as the “Swingline Loan Lender” and the “Issuing Lender”, are the parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, replaced and otherwise modified from time to time, the “Credit Agreement”).

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors deliver this IP Security Agreement.

C. The Grantors are party to that certain Security and Pledge Agreement dated as of December 23, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN U.S. PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all

the following Proprietary Collateral of such Grantor (collectively, the “IP Collateral”) to secure, among other things, the prompt and complete payment and performance in full when due of the Secured Obligations.

(a) the Intellectual Property of such Grantor listed on Schedule I attached hereto which is incorporated herein by reference; and

(b) all Proceeds of any and all of the foregoing.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Security Agreement in accordance with Section 21 thereof, the liens on the IP Collateral granted hereunder shall terminate and the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

6. GOVERNING LAW. Section 12.11 of the Credit Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

GRANTORS:

LORAD, LLC

By: Stan Baranowski
Name: Steve Baranowski
Title: Secretary

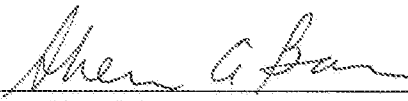
ADLOR, LLC

By: Stan Baranowski
Name: Steve Baranowski
Title: Secretary

Signature Page to IP Security Agreement

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Sherri A. Barr
Title: Senior Vice President

Signature Page to IP Security Agreement

SCHEDULE I

to

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**


PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
Ladder standoff and ladder incorporating the standoff	United States	11142951	Lorad, LLC
SAFETY GATE FOR RAIL CAR	United States	9688291	Lorad, LLC

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
UNISTRUT SERVICE COMPANY OF OHIO, LTD.	United States	4189303	Lorad, LLC
DIVERSIFIED FALL PROTECTION LTD.	United States	2446094	Adlor, LLC
	United States	2574946	Lorad, LLC