

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7100359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BARRIER INTERMEDIATE HOLDCO, LLC	12/29/2021
PRIVACYLINK, L.L.C.	12/29/2021
TRI CUSTOM MANUFACTURING, LLC	12/29/2021
YOUR FENCE STORE LLC	12/29/2021
RECEIVING PARTY DATA	
Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	525 WEST MONROE STREET, SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7165760
Patent Number:	8408523
Patent Number:	11091932
Patent Number:	11156015
Application Number:	14973441
Application Number:	17401793
CORRESPONDENCE DATA	
Fax Number:	(312)499-6701
<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:	(312) 499-6700
Email:	tapatterson@duanemorris.com
Correspondent Name:	MICHAEL A. WITT
Address Line 1:	190 SOUTH LASALLE STREET, SUITE 3700
Address Line 2:	DUANE MORRIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	E7263-00319
NAME OF SUBMITTER:	MICHAEL A. WITT

PATENT

SIGNATURE:	/Michael A. Witt/
DATE SIGNED:	12/31/2021
Total Attachments: 10 source=Intellectual Property Security Agreement (PrivacyLink)#page1.tif source=Intellectual Property Security Agreement (PrivacyLink)#page2.tif source=Intellectual Property Security Agreement (PrivacyLink)#page3.tif source=Intellectual Property Security Agreement (PrivacyLink)#page4.tif source=Intellectual Property Security Agreement (PrivacyLink)#page5.tif source=Intellectual Property Security Agreement (PrivacyLink)#page6.tif source=Intellectual Property Security Agreement (PrivacyLink)#page7.tif source=Intellectual Property Security Agreement (PrivacyLink)#page8.tif source=Intellectual Property Security Agreement (PrivacyLink)#page9.tif source=Intellectual Property Security Agreement (PrivacyLink)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of December 29, 2021 by and among **BARRIER INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company ("*Parent*"), **PRIVACYLINK, L.L.C.**, a Utah limited liability company, **TRI CUSTOM MANUFACTURING LLC**, a Utah limited liability company and **YOUR FENCE STORE LLC**, a Utah limited liability company (collectively with Parent, subject to the Credit Agreement with respect to the Initial Borrower, the "*Borrower*"), and each other person that becomes a party hereto by execution of a security joinder agreement (collectively with Borrower, the "*Grantors*," and each, individually, a "*Grantor*"), in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, as the administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the "*Agent*") under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Borrower, Parent, the other Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*").

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend a term loan facility to the Borrower.

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantors enter into this Agreement to secure all Obligations of the Loan Parties under the Credit Agreement and all other Loan Documents and to secure the Obligations of the Grantors under the Loan Documents to which the Grantors are a party, and the Grantors desire to satisfy such condition precedent.

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the Loans from time to time made or to be made by the Lenders to the Borrower pursuant to the Credit Agreement and the other Loan Documents, and accordingly, each Grantor desires to enter into this Agreement.

WHEREAS, the Agent has agreed to act as agent for the benefit of the Lenders in connection with the transactions contemplated by the Credit Agreement, this Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms from Credit Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Security Interest in Intellectual Property. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Agent and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing first priority

security interest in and to all of its rights in and to Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described

in clauses (a)-(d) of this subsection 2(v), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

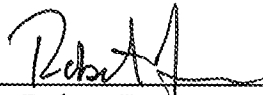
3. Security Agreement. Except as provided herein, each provision of the Security Agreement dated as of the date hereof made by each Grantor in favor of Agent is hereby incorporated herein and made a part of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

GRANTORS:

BARRIER INTERMEDIATE HOLDCO, LLC

By: 
Name: Robert France
Title: President

PRIVACYLINK, L.L.C.

By: _____
Name: Scott Hoggan
Title: President

TRI CUSTOM MANUFACTURING LLC

By: _____
Name: Steve Hoggan
Title: President

YOUR FENCE STORE LLC

By: _____
Name: Steve Hoggan
Title: President

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

GRANTORS:


BARRIER INTERMEDIATE HOLDCO, LLC

By: _____
Name: Robert France
Title: President


PRIVACYLINK, L.L.C.

By:  _____
Name: Scott Hoggan
Title: President

TRI CUSTOM MANUFACTURING LLC

By:  _____
Name: Steve Hoggan
Title: President

YOUR FENCE STORE LLC

By:  _____
Name: Steve Hoggan
Title: President

ACKNOWLEDGED AND ACCEPTED:

ASSOCIATED BANK, NATIONAL ASSOCIATION,
as Agent

By: Deann Malcore
Name: ~~Eraig W. Thessin~~ Deann Malcore
Title: ~~Senior Vice President~~ AVP

EXHIBIT A – PATENTS

Patents, Patent Applications and Patent Licenses

Patents

Owner	Patent	Publication/ Patent No.	Filing Date	Country of Issue
PrivacyLink L.L.C.	Retaining-Locking System for Chain Link Fence Slats (Ultimate Slat)	Pat. No. 7,165,760	December 18, 2003	USA
PrivacyLink L.L.C.	Baluster with Beveled End	Pat No. 8,408,523 B2	January 9, 2004	USA
PrivacyLink L.L.C.	Dual-winged slat	Pat. No. 11,091,932	December 17, 2015	USA
PrivacyLink L.L.C.	Chain link fence with retained slats	Pat No. 11,156,015	May 1, 2015	USA

Patent Applications

Owner	Patent	Application/ Serial No.	Filing Date	Country of Application
PrivacyLink L.L.C.	Chain link fence with internally retained slats	App. No. 14/973,441	December 17, 2015	USA
PrivacyLink L.L.C.	Fin 5000/Ultra Cut Sheet	App. No. 17/401,793	August, 13, 2021	USA

Patent Licenses


None.

EXHIBIT B – TRADEMARKS

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Owner	Registered Trademark	Registration Number		Date of Registration	Country of Registration
PrivacyLink L.L.C.	FACTORY INSERTED	6120973		August 4, 2020	USA
PrivacyLink L.L.C.	HEDGEMASTER	6085867		June 23, 2020	USA
PrivacyLink L.L.C.	EZ SLAT	6096499		July 7, 2020	USA
PrivacyLink L.L.C.	FLAT NOODLE LINK	6091118		June 30, 2020	USA
PrivacyLink L.L.C.	NOODLE LINK PLUS	6091116		Jun 30, 2020	USA
PrivacyLink L.L.C.	NOODLE LINK LITE	6091105		June 30, 2020	USA
PrivacyLink L.L.C.	NOODLE LINK	6096486		July 7, 2020	USA
PrivacyLink L.L.C.	VINYLOWOOD	6089914		June 30, 2020	USA
PrivacyLink L.L.C.	SLATSOURCE	6094548		July 7, 2020	USA
PrivacyLink L.L.C.	INDUSTRIALLINK	4846113		November 3, 2015	USA
PrivacyLink L.L.C.	OPTIONLOCK	4845156		November 3, 2015	USA
PrivacyLink L.L.C.	SLATLINK	3019876		November 29, 2005	USA
PrivacyLink L.L.C.	PRIVACYMASTER	3019875		November 29, 2005	USA
PrivacyLink L.L.C.	PRIVACYLINK	2941953		April 19, 2005	USA

Owner	Registered Trademark	Registration Number		Date of Registration	Country of Registration
Tri Custom Manufacturing LLC	TAPEREDGE	6219790		December 15, 2020	USA
Your Fence Store LLC	WAVESLAT	6176955		October 13, 2020	USA
Your Fence Store LLC	 WAVE SLAT Logo	6361175		May 25, 2021	USA

Trademark Applications

Owner/	Trademark	App. Number	App. Date	Country of Application
Your Fence Store LLC	FENCESOURCE	97116450	November 9, 2021	USA

Trademark Licenses

None.

EXHIBIT C - COPYRIGHTS

Copyrights, Copyright Applications and Copyright Licenses

Registered Copyrights

None.

Copyright Applications

None.

Copyright Licenses

None.