

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7134743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CORD GROUP LLC	01/14/2022

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 SOUTH WACKER DRIVE
Internal Address:	36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	9399431
Patent Number:	9333919
Patent Number:	9796336
Patent Number:	10507874
Patent Number:	10981512
Patent Number:	11036210
Patent Number:	D587644
Patent Number:	D579405
Patent Number:	D568221
Patent Number:	D552533
Application Number:	62411967
Application Number:	62447072
Application Number:	16694938
Application Number:	62544515
Application Number:	62578651
Application Number:	62580382
Application Number:	62623089
Application Number:	17345935
Application Number:	62753196

PATENT

Property Type	Number
Application Number:	16928890
Application Number:	63086371
Application Number:	17491782

CORRESPONDENCE DATA

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - LAURA FRANCO

Address Line 1: 101 CALIFORNIA STREET

Address Line 2: 35TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER: 15250.00043 - PSA

NAME OF SUBMITTER: LAURA FRANCO

SIGNATURE: /LAURA FRANCO/

DATE SIGNED: 01/21/2022

Total Attachments: 8

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- source=VAI (First Amendment) - Patent Security Agreement (Cord Group LLC)#page2.tif
- source=VAI (First Amendment) - Patent Security Agreement (Cord Group LLC)#page3.tif
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of January 14, 2022, is made by CORD GROUP LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Joinder Agreement to Guaranty and Collateral Agreement, dated as of January [14], 2022, with and in favor of Agent for the ratable benefit of the Lenders, which supplements that Guaranty and Collateral Agreement, dated as of November 30, 2021 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals 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, without limitation, 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.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

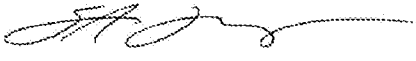
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

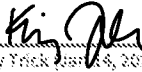
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CORD GROUP LLC, as Grantor

By: 
Name: Steven Lurus
Title: Chief Financial Officer

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Kimberly Trick [us: 44, 2022 08:47 CST]
Name: Kimberly Trick
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 058807 FRAME: 0992

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT
Patent Registrations and Applications

Patent Owner	Patent	Country	Patent Number	Status
Cord Group LLC	EXTRUDED SUPPORT MEMBER FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	9,399,431	Issued
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	9,333,919	Issued
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	9,796,336	Issued
Cord Group LLC	MODULAR SYSTEMS FOR USE WITH VEHICLES, FOR MOUNTING ACCESSORIES AND RELATED METHODS	United States	62/411,967	Converted
Cord Group LLC	MODULAR SYSTEMS FOR USE WITH VEHICLES, FOR MOUNTING ACCESSORIES AND RELATED METHODS	United States	62/447,072	Converted

Patent Number	Title	Country Name	Filing or Application No.	Status
Cord Group LLC	MODULAR SYSTEMS FOR USE WITH VEHICLES, FOR MOUNTING ACCESSORIES AND RELATED METHODS	United States	10,507,874	Issued
Cord Group LLC	MODULAR SYSTEMS FOR USE WITH VEHICLES, FOR MOUNTING ACCESSORIES AND RELATED METHODS	United States	16/694,938	Pending
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	62/544,515	Converted
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	62/578,651	Converted
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	62/580,382	Converted
Cord Group LLC	EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	10,981,512	Issued
Cord Group LLC	SYSTEM FOR CUSTOMIZATION OR	United States	62/623,089	Converted

Patent Number	Title	Country Name	Patent or Application No.	Status
	FABRICATION OF EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS			
Cord Group LLC	SYSTEM FOR CUSTOMIZATION OR FABRICATION OF EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	11,036,210	Issued
Cord Group LLC	SYSTEM FOR CUSTOMIZATION OR FABRICATION OF EXTRUDED SUPPORT MEMBERS FOR FACILITATING ACCESS TO A VEHICLE AND RELATED METHODS	United States	17/345,935	Pending
Cord Group LLC	SUPPORT DEVICES FOR A VEHICLE AND RELATED METHODS	United States	62/753,196	Converted
Cord Group LLC	SUPPORT DEVICES FOR A VEHICLE AND RELATED METHODS	United States	16/928,890	Pending
Cord Group LLC	BRACKETS AND FASTENERS AND RELATED METHODS	United States	63/086,371	Converted
Cord Group LLC	BRACKETS, SYSTEMS, AND RELATED METHODS	United States	17/491,782	Pending

Applicant Name	Role	Country Name	Patent Application No.	Status
Cord Group LLC	Trunk Organizer	United States	D587644	Issued
Cord Group LLC	Trunk Organizer	United States	D579405	Issued
Cord Group LLC	Running Board	United States	D568221	Issued
Cord Group LLC	Trunk Organizer	United States	D552533	Issued