

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7225275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT-TL
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STRUXURE OUTDOOR, LLC	02/17/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14588786
Application Number:	17346385
Application Number:	63213940
Application Number:	63231855
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)455-2502
<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>	
<b>Phone:</b>	2124552055
<b>Email:</b>	ksolomon@stblaw.com
<b>Correspondent Name:</b>	KATE MIRINO, ESQ.
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP
<b>Address Line 2:</b>	425 LEXINGTON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	047780/0026
<b>NAME OF SUBMITTER:</b>	KATE MIRINO
<b>SIGNATURE:</b>	/KM/
<b>DATE SIGNED:</b>	03/15/2022
<b>Total Attachments: 5</b>	
source=Azek - Patent Security Agreement (TL) (Struxure) (Execution Version) (003)#page1.tif	
source=Azek - Patent Security Agreement (TL) (Struxure) (Execution Version) (003)#page2.tif	

source=Azek - Patent Security Agreement (TL) (Struxure) (Execution Version) (003)#page3.tif

source=Azek - Patent Security Agreement (TL) (Struxure) (Execution Version) (003)#page4.tif

source=Azek - Patent Security Agreement (TL) (Struxure) (Execution Version) (003)#page5.tif

**PATENT**

**REEL: 059367 FRAME: 0196**

## Patent Security Agreement

**Patent Security Agreement**, dated as of February 17, 2022 by StruXure Outdoor, LLC, a Georgia limited liability company (the “Pledgor”), in favor of JEFFERIES FINANCE LLC, in its capacity as administrative agent and collateral agent pursuant to the Amended and Restated Term Loan Credit Agreement (in such capacity, the “Administrative Agent and Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”) in favor of the Administrative Agent and Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent and Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Loan Security Agreement and used herein have the meaning given to them in the Term Loan Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Administrative Agent and Collateral Agent 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 Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Collateral Agent pursuant to the Term Loan Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Term Loan 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 is deemed to conflict with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control unless the Administrative Agent and Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date or such other date as Pledged Collateral may be released pursuant to Section 7.15 of the Term Loan Security Agreement, the Administrative Agent and Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral, grant, assignment, lien and security interest pledged and granted in and to all of its right, title and interest in, to and under the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

STRUXURE OUTDOOR, LLC

By: 


Name: Peter Clifford

Title: Vice President and Chief Financial Officer

*[Signature Page to Patent Security Agreement (Term Loan)]*

Accepted and Agreed:

JEFFERIES FINANCE LLC  
as Administrative Agent and Collateral Agent

By:   
Name: Paul Chisholm  
Title: Managing Director

*[Signature Page to Patent Security Agreement (Term Loan)]*

**PATENT**  
**REEL: 059367 FRAME: 0200**

**SCHEDULE I to  
Patent Security Agreement**

**United States Patents and Patent Applications**

<b>Owner</b>	<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>
StruXure Outdoor, LLC	LOUVERED ROOF APPARATUS AND CONTROL SYSTEM	US9422715B1	14/588,786
StruXure Outdoor, LLC	H3180-00103/P TRACK HOUSING	H3180-00103	17/346,385
StruXure Outdoor, LLC	H3180-00201 CABANA X	H3180-00201	63/213,940
StruXure Outdoor, LLC	H3180-00301 COMPLETE DECK SYSTEM	H3180-00301	Unfiled
StruXure Outdoor, LLC	H3180-00401/P CABANA X SIDE PANELS	H3180-00401	63/231,855

[Schedule I to Patent Security Agreement (Term Loan)]