

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7241012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
J & D BRUSH CO., LLC	03/23/2022
RECEIVING PARTY DATA	
Name:	PIPER SANDLER FINANCE, LLC
Street Address:	345 PARK AVENUE
Internal Address:	12TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10154
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D930995
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	35619.32
NAME OF SUBMITTER:	JULIANA GAINES
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	03/23/2022
Total Attachments: 5	
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GRANT OF A SECURITY INTEREST – PATENTS

This Patent Security Agreement (this “Agreement”) is made as of March 23, 2022, by J & D Brush Co., LLC (the “Grantor”), in favor of Piper Sandler Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS the Grantor owns the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS the Grantor has entered into a Pledge and Security Agreement, dated October 9, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Pledge and Security Agreement”), in favor of Grantee, as the Collateral Agent for itself and the Lenders;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Pledge and Security Agreement), a continuing security interest in all Patents and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the “IP Collateral”), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement); and

NOW, THEREFORE, as collateral security for the payment, performance and observance, in full, of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and collaterally assigns to the Grantee (and its agents and designees), and grants to the Grantee (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest, in all right, title and interest in and to the IP Collateral, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title and interest, of every kind and description, tangible or intangible (other than, to the extent provided in the Pledge and Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein and in the event of a conflict between this Agreement and the Pledge and Security Agreement, the relevant provision in the Pledge and Security Agreement controls.

Subject to any express limitations specified in the Pledge and Security Agreement, the Grantor agrees to, at its expense, promptly execute and deliver all instruments and documents

and take all action that, in each case, the Grantee may reasonably request in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Grantee to exercise and enforce its rights and remedies under the Pledge and Security Agreement in respect of the IP Collateral in the manner contemplated therein; and (iii) to otherwise effect the purposes of this Agreement, including the executing and recording in the United States Patent and Trademark Office of this Agreement in order to perfect and preserve the security interest purported to be created hereby.

This 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.


The parties hereto agree and acknowledge that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank; signature page follows.]

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

J & D BRUSH CO., LLC,
a Delaware limited liability company,
as the Grantor

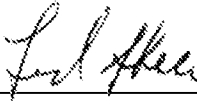
By: _____
Name:
Title:


Gary Daulton
Co CEO

Signature Page to Patent Security Agreement

Acknowledged and Agreed:

PIPER SANDLER FINANCE, LLC,
as Grantee

By: 
Name: Len Sheer
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Patents and Patent Applications

Owner	Title	Serial #	Patent #
J & D Brush Co., LLC	Pro Handle (2020 Round Brush)	29/720603	D930,995