

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7315574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARCHER WIRE INTERNATIONAL CORP.	05/02/2022
RECEIVING PARTY DATA	
Name:	SIMMONS BANK
Street Address:	7800 FORSYTH BOULEVARD
Internal Address:	SUITE 200
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63105
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7341162
Patent Number:	7383963
Patent Number:	9078542
CORRESPONDENCE DATA	
Fax Number:	(314)862-4656
<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:	314-863-7733
Email:	sfaction@spencerfane.com
Correspondent Name:	GLENN K. ROBBINS II, SPENCER FANE LLP
Address Line 1:	1 NORTH BRENTWOOD BLVD., SUITE 1000
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	5034065-12STL
NAME OF SUBMITTER:	GLENN K. ROBBINS II
SIGNATURE:	/Glenn K. Robbins II/
DATE SIGNED:	05/05/2022
Total Attachments: 10	
source=Simmons Bank-Archer Wire - IP Security Agreement#page1.tif	
source=Simmons Bank-Archer Wire - IP Security Agreement#page2.tif	
source=Simmons Bank-Archer Wire - IP Security Agreement#page3.tif	

source=Simmons Bank-Archer Wire - IP Security Agreement#page4.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page5.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page6.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page7.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page8.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page9.tif
source=Simmons Bank-Archer Wire - IP Security Agreement#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is made as of May 2, 2022, among **HOFFMANN ARCHER WIRE LLC**, a Florida limited liability company, **ARCHER WIRE INTERNATIONAL CORP.**, an Illinois corporation, **CAPRON MFG. CO.**, an Illinois corporation (collectively, the “Grantor”) and **SIMMONS BANK**, an Arkansas state-chartered bank (together with its successors and assigns, the “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS:

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof, between Grantor and Lender (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make a certain loans to Grantor.

B. It is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor executes and delivers this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Grantor pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property and any Excluded Property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and Grantor shall give notice thereof in writing to Lender within thirty (30) days after the end of each fiscal year of Grantor during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and

(ii) any document in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured Lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such

counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

8. Governing Law; Venue.

(a) THIS IP SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS IP SECURITY AGREEMENT AND OF ANY PROVISION OF THIS IP SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI NOT INCLUDING CONFLICTS OF LAWS RULES.

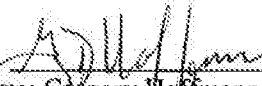
(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF MISSOURI OR OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH OF GRANTOR AND LENDER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

[Signature Pages Follow]

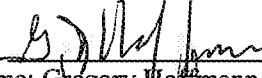
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

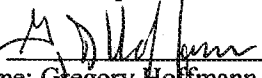
HOFFMANN ARCHER WIRE LLC,
a Florida limited liability company

By: 
Name: Gregory Hoffmann
Title: Manager

ARCHER WIRE INTERNATIONAL CORP.,
an Illinois corporation

By: 
Name: Gregory Hoffmann
Title: President

CAPRON MFG. CO.,
an Illinois corporation

By: 
Name: Gregory Hoffmann
Title: President

LENDER:

SIMMONS BANK,
an Arkansas state-chartered bank

By: _____
Emilie Moody, Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

HOFFMANN ARCHER WIRE LLC,
a Florida limited liability company

By: _____
Name: Gregory Hoffmann
Title: Manager

ARCHER WIRE INTERNATIONAL CORP.,
an Illinois corporation

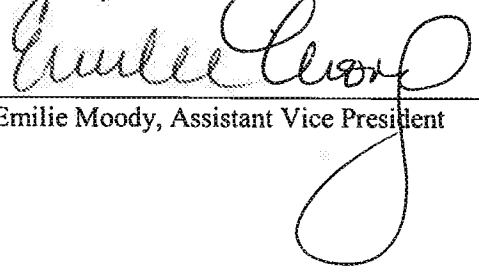
By: _____
Name: Gregory Hoffmann
Title: President

CAPRON MFG. CO.,
an Illinois corporation

By: _____
Name: Gregory Hoffmann
Title: President

LENDER:

SIMMONS BANK,
an Arkansas state-chartered bank

By: 
Emilie Moody, Assistant Vice President

SCHEDULE A
COPYRIGHT COLLATERAL

None

SCHEDULE B
PATENT COLLATERAL

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
7341162 B2	March 11, 2008	In-Frame Wire Fry Basket w/ Ergonomic Handle
7383963 B2	June 10, 2008	In-Frame Wire Fry Basket
9078542 B2	July 14, 2015	In-Frame Wire Basket having an Ergonomic Wire Handle

SCHEDULE C

TRADEMARK COLLATERAL

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Renewal Date</u>
Archerwire	3291471	September 11, 2027
E-Z Grip	3395825	March 11, 2028

SCHEDULE D

DOMAIN NAMES

- a. archerwire.com
- b. capronmfg.com
- c. aawire.com
- d. pentwaterwire.com
- e. s4global.com
- f. frybasket.com