

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7455260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HTI TECHNOLOGY AND INDUSTRIES, INC.	07/27/2022
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS AGENT
Street Address:	300 S. TRYON STREET, SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	11236911
Patent Number:	11085648
Patent Number:	11060322
Patent Number:	10720812
Patent Number:	9958167
Patent Number:	9335056
Patent Number:	7669611
Patent Number:	7364209
Patent Number:	7040674
Application Number:	17326604
Application Number:	16654140
Application Number:	16688093
Application Number:	12077813
CORRESPONDENCE DATA	
Fax Number:	(704)444-8857
<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:	7043432000
Email:	twitcher@mcguirewoods.com
Correspondent Name:	TERRY L. WITCHER, SENIOR PARALEGAL
Address Line 1:	MCGUIREWOODS LLP

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Address Line 2:	201 N. TRYON STREET, SUITE 3000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	TERRY L. WITCHER
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SIGNATURE:	/s/ Terry L. Witcher
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DATE SIGNED:	07/27/2022
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 27, 2022, is made by HTI Technology and Industries, Inc. (the "Grantor"), in favor of Barings Finance LLC ("Barings"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 27, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, HTI Technologies Holding Corp., a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Barings, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 27, 2022 in favor of the Agent (as amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be effective as delivery of a manually executed counterpart hereof.

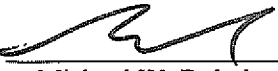
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HTI TECHNOLOGY AND INDUSTRIES, INC.,
as Grantor

By: 

Name: Michael W. Rubel

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC,
as Agent

By: 
Name: Matthew Freund
Title: Managing Director

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>PATENT</u>	<u>OWNER</u>	<u>APP. NO./ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>STATUS</u>	<u>JURISDICTION</u>
Push-to-Open/Signal-to-Open Appliance Door Latching System with an Integrated Locking Device	HTI Technology and Industries, Inc.	11,236,911	02-01-2022	Issued	USA
Motorized Cable Latch for a Cooking Oven	HTI Technology and Industries, Inc.	11,085,648	08-10-2021	Issued	USA
Powered Latching Apparatus	HTI Technology and Industries, Inc.	11,060,322	07-13-2021	Issued	USA
Electric Motor Module with Integrated Cam Switches Incorporating a Single Wiring Connection Point	HTI Technology and Industries, Inc.	10,720,812	07-21-2020	Issued	USA
Electromechanical Assembly for Appliance Door Latching	HTI Technology and Industries, Inc.	9,958,167	05-01-2018	Issued	USA
Electromechanical Assembly for Oven Door Latching	HTI Technology and Industries, Inc.	9,335,056	05-10-16	Issued	USA

<u>PATENT</u>	<u>OWNER</u>	<u>APP. NO./ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>STATUS</u>	<u>JURISDICTION</u>
Motorized Fluid Control Valve with Safety Device	HTI Technology and Industries, Inc.	7,669,611	03-02-2010	Issued	USA
Mechanical Latch Assembly	HTI Technology and Industries, Inc.	7,364,209	04-29-2008	Issued	USA
Powered Latch Assembly	HTI Technology and Industries, Inc.	7,040,674	05-09-2006	Issued	USA

2. PATENT APPLICATIONS

Linear Actuating Member Driven by a Rotating Helix	HTI Technology and Industries, Inc.	17326604	05-21-2021	Application	USA
Appliance Lock with Magnetic Sensing Switch Actuation in a Hydrophobic Enclosure	HTI Technology and Industries, Inc.	16654140	10-16-2019	Application	USA
Appliance Lock with Repelling Magnetic Sensing Switch Actuation in a Hydrophobic Enclosure	HTI Technology and Industries, Inc.	16688093	11-19-2019	Application	USA
Mechanical Latch Assembly	HTI Technology and Industries, Inc.	12077813	03-21-2008	Application	USA