

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7540858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RADIX WIRE & CABLE, LLC	09/15/2022
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: 3	
Property Type	Number
Patent Number:	10354779
Patent Number:	10373738
Patent Number:	9536635
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - BECKY TROUTMAN
Address Line 1:	101 CALIFORNIA STREET
Address Line 2:	35TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-5840
ATTORNEY DOCKET NUMBER:	15250/54 PSA - TWIN BROOK
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	09/15/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”), dated as of September 15, 2022, is made by Radix Wire & Cable, LLC, an Ohio 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 Guaranty and Collateral Agreement, dated as of September 15, 2022, with and in favor of Agent for the ratable benefit of the Lenders (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 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 U.S. Patent registrations and applications 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. Grantor hereby authorizes Agent and their designees to record this Agreement with the United States Patent and Trademark Office or any other applicable governmental authority at Agent’s expense.

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. 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.

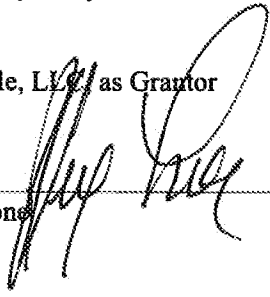
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

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.


Radix Wire & Cable, LLC, as Grantor

By: 
Name: Jeffrey Leone
Title: President

Signature Page to Patent Security Agreement

PATENT
REEL: 061449 FRAME: 0631

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Kimberly Trick (Sep 14, 2022 11:20 CDT)
Name: Kim Trick
Title: Head of Underwriting

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations and Applications

Title	App. No.	Filed	Patent No.	Grant Date	Current Owner	Country
Free Air Fire Alarm Cable	15727679	10/19/17	10354779	7/16/19	Radix Wire & Cable, LLC	United States
Insulated Wire Construction With Liner	15149389	5/9/16	10373738	8/6/19	Radix Wire & Cable, LLC	United States
Insulated Wire Construction For Fire Safety Cable	14013555	8/29/13	9536635	8/29/13	Radix Wire & Cable, LLC	United States