

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7605594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
1000318492 ONTARIO INC.	10/21/2022
RECEIVING PARTY DATA	
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC
Street Address:	1450 BRICKELL AVENUE, 31ST FLOOR
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	10997855
Application Number:	11250470
Application Number:	12007487
Application Number:	13164913
Application Number:	13412038
Application Number:	13915060
Application Number:	14102662
Application Number:	14268060
Application Number:	14447770
Application Number:	16109469
Application Number:	16444246
Application Number:	16656872
Application Number:	16658220
CORRESPONDENCE DATA	
Fax Number:	
<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:	17044933657
Email:	mmcgill@kslaw.com
Correspondent Name:	MAGGIE MCGILL
Address Line 1:	300 S. TRYON, STE 2700

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202	
ATTORNEY DOCKET NUMBER:	20729.515015
NAME OF SUBMITTER:	MAGGIE MCGILL
SIGNATURE:	/Maggie McGill/
DATE SIGNED:	10/24/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page1.tif source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page2.tif source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page3.tif source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page4.tif source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page5.tif source=Patent (U.S.) Canadian Security Agreement (1000318492 Ontario Inc.) [EXECUTED]#page6.tif	

PATENT (U.S.) CANADIAN SECURITY AGREEMENT

THIS PATENT (U.S.) CANADIAN SECURITY AGREEMENT, dated as of October 21, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favour of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among, *inter alios*, CA Foam Holdings, LLC, HF Foam Holdings, LLC, Drew Foam Companies Inc. and Foam Holdings, Inc., as borrowers (the “U.S. Borrowers”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and WhiteHorse, as Agent for the Lenders and the L/C Issuers, as amended by the First Amendment to Credit Agreement and Guarantee and Security Agreement dated as of December 15, 2020, the Second Amendment to Credit Agreement dated as of December 24, 2020, the Third Amendment to Credit Agreement dated as of February 24, 2021, the Fourth Amendment and Waiver to Credit Agreement entered into as of March 25, 2022 and the Fifth Amendment to Credit Agreement dated as of October 21, 2022 (as the same may be further amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), 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, each Grantor has agreed, pursuant to a Canadian Guarantee and Security Agreement of even date herewith in favour of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Canadian Guarantee and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Canadian Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent (U.S.) Canadian Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and 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, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the “Patent Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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. Guarantee and Security Agreement. The security interest granted pursuant to this Patent (U.S.) Canadian Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Canadian Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Canadian Guarantee 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent (U.S.) Canadian 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.

Section 6. Governing Law. This Patent (U.S.) Canadian 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 Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

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

1000318492 ONTARIO INC., as
Grantor

By: Erin L. Murphy
Name: Erin Murphy
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

WHITEHORSE CAPITAL MANAGEMENT,
LLC
as Agent

By: _____
Name:
Title:

Acknowledgement of Grantor for Patent (U.S.) Canadian Security Agreement

PATENT
REEL: 061513 FRAME: 0255

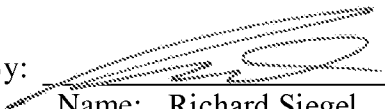
IN WITNESS WHEREOF, each Grantor has caused this Patent (U.S.) Canadian Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1000318492 ONTARIO INC., as
Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WHITEHORSE CAPITAL MANAGEMENT,
LLC
as Agent

By:  _____
Name: Richard Siegel
Title: Authorized Signatory

Acknowledgement of Grantor for Patent (U.S.) Canadian Security Agreement

PATENT
REEL: 061513 FRAME: 0256

SCHEDULE I
TO
PATENT (U.S.) CANADIAN SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Case Ref.</u>	<u>Property Type</u>	<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Case Status</u>
<u>PT082718US</u>	<u>Patent</u>	<u>US</u>	<u>REINFORCED INSULATED FORMS FOR CONSTRUCTING CONCRETE WALLS AND FLOORS</u>	<u>10/997855</u>	<u>11/29/04</u>	<u>8997420</u>	<u>Issued</u>
<u>PT082738US</u>	<u>Patent</u>	<u>US</u>	<u>METHOD AND DEVICE FOR MANUFACTURING COMPOSITE BUILDING PANELS</u>	<u>11/250470</u>	<u>10/17/05</u>	<u>7770293</u>	<u>Issued</u>
<u>PT082704US</u>	<u>Patent</u>	<u>US</u>	<u>DEVICE HAVING BOTH NON-ABRASING AND FIRE-RESISTANT PROPERTIES FOR LINKING CONCRETE FORMWORK PANELS</u>	<u>12/007487</u>	<u>01/11/08</u>	<u>8567750</u>	<u>Issued</u>
<u>PT082716US</u>	<u>Patent</u>	<u>US</u>	<u>EXTERIOR WALL FINISHING ARRANGEMENT</u>	<u>13/164913</u>	<u>06/21/11</u>	<u>8555581</u>	<u>Issued</u>
<u>PT082719US</u>	<u>Patent</u>	<u>US</u>	<u>SUBFLOOR COMPONENT AND METHOD OF MANUFACTURING SAME</u>	<u>13/412038</u>	<u>03/05/12</u>	<u>8650823</u>	<u>Issued</u>
<u>PT098172US</u>	<u>Patent</u>	<u>US</u>	<u>INSULATING CORNER WALL FORM</u>	<u>13/915060</u>	<u>06/11/13</u>	<u>8869483</u>	<u>Issued</u>
<u>PT101573US</u> <u>A</u>	<u>Patent</u>	<u>US</u>	<u>SUBFLOOR COMPONENT AND METHOD OF</u>	<u>14/102662</u>	<u>12/11/13</u>	<u>8769895</u>	<u>Issued</u>

			<u>MANUFACTURING SAME</u>				
<u>PT082741US A</u>	<u>Patent</u>	<u>US</u>	<u>SUBFLOOR COMPONENT AND METHOD OF MANUFACTURING SAME</u>	<u>14/268060</u>	<u>05/02/14</u>	<u>9695590</u>	<u>Issued</u>
<u>PT082718US B</u>	<u>Patent</u>	<u>US</u>	<u>REINFORCED INSULATED FORMS FOR CONSTRUCTING CONCRETE WALLS AND FLOORS</u>	<u>14/447770</u>	<u>07/31/14</u>	<u>9121166</u>	<u>Issued</u>
<u>PT082698US</u>	<u>Patent</u>	<u>US</u>	<u>CONCRETE FORM TIE, AND CONCRETE FORMWORK COMPRISING SAME</u>	<u>16/109469</u>	<u>08/22/18</u>	<u>10753109</u>	<u>Issued</u>
<u>PT201139US</u>	<u>Patent</u>	<u>US</u>	<u>CONCRETE FORM PANEL</u>	<u>16/444246</u>	<u>06/18/19</u>	<u>11352787</u>	<u>Issued</u>
<u>PT203358US</u>	<u>Patent</u>	<u>US</u>	<u>SOIL GAS BARRIER SYSTEM, AND VENTILATION PANEL FOR SAME</u>	<u>16/656872</u>	<u>10/18/19</u>	<u>11352782</u>	<u>Issued</u>
<u>PT201185US</u>	<u>Patent</u>	<u>US</u>	<u>EXTERIOR WALL FINISHING ARRANGEMENT</u>	<u>16/658220</u>	<u>10/21/19</u>	<u>11098479</u>	<u>Issued</u>

2. PATENT APPLICATIONS

NIL

3. IP LICENSES

NIL