

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7667761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEXINGTON MANUFACTURING, LLC	11/23/2022
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	900 W TRADE ST.
Internal Address:	NC 1-026-06-09
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7921614
Application Number:	17547883
CORRESPONDENCE DATA	
Fax Number:	(704)331-1159
<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:	7043311000
Email:	christinaquinn@mvalaw.com, PTO_TMconfirmation@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	SUITE 4700
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-4003
ATTORNEY DOCKET NUMBER:	327000.027777
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/30/2022
Total Attachments: 5	
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source=2022 PSA from Lexington Manufacturing, LLC to Bank of America, N.A., as AA#page5.tif

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 23, 2022, by LEXINGTON MANUFACTURING, LLC ("**Grantor**") in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 23, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Watkins Associated Industries, Inc., Watkins Real Estate Group, Inc., Lexington Manufacturing, LLC, Nova Engineering and Environmental, LLC, the subsidiary guarantors from time to time party thereto, the banks and other financial institutions from time to time parties thereto (the "**Lenders**"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Security and Pledge Agreement, dated as of November 23, 2022, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grants of Security Interests in Patent Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the "**Patent Collateral**"):

- (a) all of its Patents, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

Section 3. Security Agreement

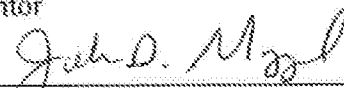
The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent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

[signature page follows]

IN WITNESS WHEREOF, 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,

LEXINGTON MANUFACTURING, LLC,
as Grantor


By: 

Name: John D. Maggard

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Don B. Pinzon
Title: Vice President

WATKINS ASSOCIATED INDUSTRIES, INC.
PATENT SECURITY AGREEMENT

PATENT
REEL: 062019 FRAME: 0484

Schedule 1

**Lexington Manufacturing, LLC
(Georgia Limited Liability Company)**

U.S. Patents

Issued Patent

Title	Patent No.	Issue Date
FIRE-RATED LIGHT KIT	7921614	04/12/2011

Patent Application

Title	Appl. No.	Filing Date
LAMINATED DOOR CORE FOR USE IN FIRE RATED DOORS AND ASSOCIATED METHODS	17547883 20220186553	12/10/2021