

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7734534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WEEMS INDUSTRIES, INC.	12/29/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AAVIN CAPITAL III, LP	
<b>Street Address:</b>	1245 1ST AVENUE SE	
<b>City:</b>	CEDAR RAPIDS	
<b>State/Country:</b>	IOWA	
<b>Postal Code:</b>	52402	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8430431	
<b>Patent Number:</b>	8297476	
<b>Patent Number:</b>	7980599	
<b>Application Number:</b>	14614486	
<b>Application Number:</b>	29650763	
<b>Patent Number:</b>	10914421	
<b>Patent Number:</b>	D562661	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(414)298-8097	
<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>		
<b>Phone:</b>	414-298-1000	
<b>Email:</b>	ipadmin@reinhardtllaw.com	
<b>Correspondent Name:</b>	DEREK H. CAMPBELL	
<b>Address Line 1:</b>	1000 NORTH WATER STREET	
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202	
<b>ATTORNEY DOCKET NUMBER:</b>	101230-0003	
<b>NAME OF SUBMITTER:</b>	DEREK H. CAMPBELL	
<b>SIGNATURE:</b>	/Derek H. Campbell/	
<b>DATE SIGNED:</b>	01/10/2023	

**Total Attachments: 6**

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THIS AGREEMENT AND THE RIGHTS, OBLIGATIONS AND LIABILITIES EVIDENCED OR GOVERNED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SENIOR SUBORDINATED LOAN AGREEMENT DEFINED BELOW), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY LOAN PARTIES PURSUANT TO SENIOR CREDIT AGREEMENT (AS DEFINED IN THE SENIOR SUBORDINATED LOAN AGREEMENT) AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SENIOR SUBORDINATED LOAN AGREEMENT), AS SUCH SENIOR CREDIT AGREEMENT AND THE OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

### SUBORDINATED PATENT SECURITY AGREEMENT

This SUBORDINATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 29th day of December, 2022 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and AAVIN CAPITAL III, LP, a Delaware limited partnership (together with its successors and assigns, "Lender").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Loan and Investment Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Senior Subordinated Loan Agreement") by and among by and among, *inter alia*, Weems Industries, Inc., an Iowa corporation ("Administrative Borrower"), the other Loan Parties party thereto, and Lender, Lender has agreed to make a senior subordinated term loan to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the senior subordinated term loan to Borrowers as provided for in the Senior Subordinated Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender that certain Subordinated Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Senior Subordinated Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by any electronic method of

transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

WEEMS INDUSTRIES, INC.  
an Iowa corporation

By: 

Name: R. Mark Weems

Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**LENDER:**

AAVIN CAPITAL III, LP

AAVIN III, LLC, its General Partner

By: \_\_\_\_\_

Name: Thies Kölln

Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

WEEMS INDUSTRIES, INC.  
an Iowa corporation

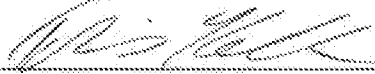
By: \_\_\_\_\_  
Name: R. Mark Weems  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**LENDER:**

AAVIN CAPITAL III, LP

AAVIN III, LLC, its General Partner

By:  \_\_\_\_\_  
Name: Thies Kölln  
Title: Member

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>
Weems Industries, Inc.	United States	8430431	13156931	06/09/11
Weems Industries, Inc.	United States	8297476	12533759	07/31/09
Weems Industries, Inc.	United States	7980599	11525652	9/22/06
Weems Industries, Inc.	United States	N/A	14614486	02/05/15
Weems Industries, Inc.	United States	N/A	29650763	06/08/18
Weems Industries, Inc.	United States	10914421	15725108	10/4/2017
Weems Industries, Inc.	United States	D562661	29222553	6/8/2018