507849889 04/12/2023 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7897025

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT				
ATURE OF CONVEY	ANCE:	SECURITY INTEREST	SECURITY INTEREST				
CONVEYING PARTY	DATA						
		Name	Name				
WEAVER LEATHER,	LLC						
RECEIVING PARTY I	DATA						
Name:	APOGE	APOGEM CAPITAL LLC, AS AGENT					
Street Address:	227 W M	227 W MONROE ST., STE 5400					
City:	CHICAG	CHICAGO					
State/Country:	ILLINOIS	6					
Postal Code:	60606						
	RS Total: 2						
Property Typ		Number					
Patent Number:	9	516862					
Patent Number:	C	D760831					
CORRESPONDENCE	E DATA						
Fax Number:	•	312)863-7867	_				
		the e-mail address first; if that if that is unsuccessful, it will b					
Phone:	•	128637267					
Email:	ja	clyn.di.grande@goldbergkohn.co	n.di.grande@goldbergkohn.com				
Correspondent Nam	e: J	ACLYN DI GRANDE - PARALEG	YN DI GRANDE - PARALEGAL				
•		.DBERG KOHN LTD.					
Address Line 2:	5	5 E MONROE ST., STE 3300	MONROE ST., STE 3300				
Address Line 4:	C	ICAGO, ILLINOIS 60603					
ATTORNEY DOCKET	NUMBER:	4975.416					
NAME OF SUBMITTE	R:	JACLYN DI GRANDE	JACLYN DI GRANDE				
SIGNATURE:		/jaclyn di grande/	/jaclyn di grande/				
DATE SIGNED:		04/12/2023					
Total Attachments: 5							
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•	•	Weaver Leather - RexSpecs Act	. ,				
source=Patent Security	Agreement	(Weaver Leather - RexSpecs Acc	quisition)#pag	ge3.tif			

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PATENT REEL: 063300 FRAME: 0880

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 31, 2023, by WEAVER LEATHER, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of APOGEM CAPITAL LLC, in its capacity as Agent ("<u>Agent</u>") for Lenders (as hereinafter defined).

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$

WHEREAS, pursuant to that certain Credit Agreement dated as of March 16, 2021, by and among WLHC, INC., a Delaware corporation ("<u>Borrower</u>"), Agent and the financial institutions ("<u>Lenders</u>") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and their Affiliates, that certain Guarantee and Collateral Agreement dated as of March 16, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Collateral Agreement</u>"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its Patents set forth on <u>Schedule I</u> hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and

PATENT REEL: 063300 FRAME: 0881 granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Patent Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[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.

WEAVER LEATHER, LLC

Cu 14-By:

Name: Carlos Mullet Title: Chief Financial Officer

Signature Page to Patent Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC, as Agent

	DocuSigned by:
Ð	The for
By:	
Name:	Frank Byrne
Title:	Director

Signature Page to Patent Security Agreement

SCHEDULE I to PATENT SECURITY AGREEMENT

Patents and Patent Applications

Patent										
#		Patent Title	2	Number	Issue Date	Owner	Jurisdiction			
1	UNIFIED	LENS	ANIMAL	9516862	12/13/2016	Weaver Leather,	U.S.			
	GOGGLE					LLC				
2	DOG GOGGLE FRAME		D760831	7/5/2016	Weaver Leather,	U.S.				
						LLC				

RECORDED: 04/12/2023