

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7947398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LBC CREDIT AGENCY SERVICES, LLC	11/30/2021
RECEIVING PARTY DATA	
Name:	AXIA ACQUISITION CORPORATION
Street Address:	1327 NORTHBROOK PARKWAY, SUITE 400
City:	SUWANEE
State/Country:	GEORGIA
Postal Code:	30024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9945132
CORRESPONDENCE DATA	
Fax Number:	(404)853-8806
<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:	14044075126
Email:	patentdocket@eversheds-sutherland.com
Correspondent Name:	EVERSHEDS SUTHERLAND (US) LLP
Address Line 1:	999 PEACHTREE STREET
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	27795-0268
NAME OF SUBMITTER:	JOHN L. MOSLEY
SIGNATURE:	/John L. Mosley/
DATE SIGNED:	05/10/2023
Total Attachments: 10	
source=LBC Payoff (Redacted) with Patent Schedule#page1.tif	
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November 30, 2021

Axia Acquisition Holding Corporation
1327 Northbrook Parkway, Suite 400
Suwanee, Georgia 30024
Attention: Tom Dooley, Chief Financial Officer
Email: tdooley@amestools.com

RE: Credit Agreement, dated as of September 15, 2017 (as amended, supplemented or restated from time to time, the "**Credit Agreement**"), among Axia Acquisition Holding Corporation, Axia Acquisition Corporation (collectively, the "**Borrower**"), each financial institution party thereto as a lender from time to time (collectively, the "**Lenders**"), and LBC Credit Agency Services, LLC ("**LBC**"), as agent for Lenders (LBC, in such capacity, the "**Agent**").

Dear Mr. Dooley:

Reference is made to the Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings provided for such terms in the Credit Agreement.

Please be advised that upon Agent's (and their counsel's, as applicable) receipt of (i) in immediately available funds (a) the amount as set forth on **Schedule "A"** attached hereto (the "**Payoff Amount**") on or before 1:00 p.m. on December 1st 2021 (such date and time, the "**Payoff Date**") or (b) the Payoff Amount and any additional interest accrued and payable in the amount of \$ [REDACTED] per day (the "**Per Diem Amount**") for each day after the Payoff Date that the Payoff Amount is not received, and (ii) a copy of this letter agreement fully executed by the Credit Parties (the date and time upon and at which items (i) and (ii) have been received by Agent and Lenders, the "**Payoff Effective Time**"), Agent will, at Borrower's cost and expense, deliver termination statements for all liens, mortgages, deeds of trust and security interests Agent holds in and against the assets of any Credit Party securing the Obligations, and return to Borrower for the benefit of the Credit Parties all of the Collateral it has in its possession (if any). Upon the Payoff Effective Time, Borrower and Borrower's agent shall be authorized, without further action of any kind on the part of Agent, to file all terminations and releases with respect to all Uniform Commercial Code financing statements, intellectual property security agreements and any mortgages filed or recorded (as applicable) by or for the benefit of Agent against any Credit Party in connection with the financing transactions contemplated by the Credit Agreement.

The Payoff Amount and Per Diem Amount (if any) shall be delivered by wire transfer as shown on **Schedule "A"** attached hereto.

Upon the Payoff Effective Time, Agent and each Lender agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees)

and other obligations of the Credit Parties under or relating to the Credit Agreement and the other Loan Documents (other than those obligations which, pursuant to the Credit Agreement and the other Loan Documents, expressly survive payment and termination of the Credit Agreement and the other Loan Documents) shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens in favor of, granted to or held by Agent, for itself or on behalf of the Lenders, in any asset of any Credit Party in connection with the financing transactions contemplated by the Credit Agreement and the other Loan Documents shall be automatically and irrevocably satisfied, released and discharged without any further action of any kind on the part of Agent or any Lender, (iii) all guaranties supporting the Credit Agreement shall be released with no further action, and (iv) the Credit Agreement and the other Loan Documents shall terminate and be of no further force or effect (other than those obligations which, pursuant to the Credit Agreement and the other Loan Documents, expressly survive payment and termination of the Credit Agreement and the other Loan Documents). Each Credit Party acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest, lien or claim in any property of such Credit Party as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent or any Lender as to Agent's or such Lender's rights in any Collateral, the condition or value of any such Collateral, or any other matter. Each Credit Party hereby confirms that the commitments of Agent or any of the Lenders to make loans or otherwise extend credit under the Credit Agreement are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Agent and the Lenders shall have no further obligation to make loans to, or otherwise extend credit to or on behalf of, Borrower.

Borrower agrees to reimburse and pay to Agent and Lenders the amount necessary to pay in full any remaining obligations under the Credit Agreement in the event of any errors (whether clerical, computer or otherwise) in calculating the Payoff Amount and any Per Diem Amount.

Each Credit Party hereby fully, finally and forever acquits, quitclaims, releases and discharges Agent, each Lender and each such party's respective officers, directors, shareholders, employees, agents, attorneys, successors and assigns of and from any and all obligations, claims, liabilities, damages, demands, debts, liens, deficiencies or cause or causes of action to, of or for the benefit (whether directly or indirectly) of the Credit Parties at law or in equity, known or unknown, contingent or otherwise, whether asserted or unasserted, whether now known or hereafter discovered, whether statutory, in contract or in tort, as well as any other kind or character of action now held, owned or possessed (whether directly or indirectly) by any Credit Party on account of, arising out of, related to or concerning, whether directly or indirectly, proximately or remotely (i) the negotiation, review, preparation or documentation of any and all agreements, instruments, contracts and/or documents evidencing any or all of the credit facilities referred to in the Credit Agreement, as the same have been amended, revised, substituted or replaced; (ii) the enforcement, protection or preservation of Agent's or any Lender's rights and remedies under the Credit Agreement or any of the other Loan Documents; (iii) the validity, perfection or enforceability of the Credit Agreement or any of the other Loan Documents; and/or (iv) any action or inaction by Agent or any Lender in connection with the Credit Agreement or any of the other Loan Documents. Nothing contained herein shall constitute a release of Agent's or any Lender's obligations under this letter agreement.

This letter agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

If the Payoff Effective Time has not occurred on or before 1:00 p.m. on December 3, 2021, this letter agreement shall terminate and all agreements and commitments of Agent and Lenders contained herein shall be null and void.

The validity, construction and effect of this letter agreement shall be governed by the laws of the State of New York (without giving effect to principles of conflicts of law).

Kindly indicate the Credit Parties' acceptance of the terms of this letter agreement by signing in the space provided below.

[SIGNATURE PAGES FOLLOW]

Very truly yours,

AGENT:

LBC CREDIT AGENCY SERVICES, LLC,
A Delaware limited liability company, as Agent


By: 
Name: David E. Fralnow
Title: Senior Vice President

LENDERS:

LBC CREDIT PARTNERS IV, L.P., as a
Lender

By: LBC Credit Funding IV, L.P., its general
partner


By: LBC Credit Funding IV GP, LLC, its
general partner

By: 
Name: David E. Fralnow
Title: Senior Vice President

LBC IV DB FUNDING, LLC, as a Lender

By: LBC Credit Management, L.P., its
designated manager

By: LBC Credit Management GP, LLC, its
general partner

By: 
Name: David E. Fralnow
Title: Senior Vice President

LBC IV KB FUNDING, LLC, as a Lender

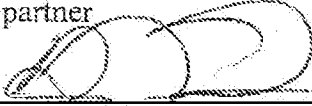
By: LBC Credit Management, L.P., its
designated manager

By: LBC Credit Management GP, LLC, its
general partner

By: 
Name: David E. Fralnow
Title: Senior Vice President

LBC-P CREDIT FUND, L.P., as a Lender
By: LBC-P Credit Funding, L.P., its general partner

By: LBC-P Credit Funding GP, LLC, its general partner

By: 
Name: David E. Frainow
Title: Senior Vice President

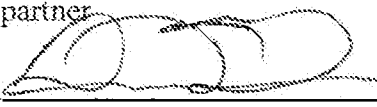
LBC-P WF FUNDING, LLC, as a Lender
By: LBC Credit Management, L.P., its designated manager

By: LBC Credit Management GP, LLC, its general partner

By: 
Name: David E. Frainow
Title: Senior Vice President


LBC-A WF FUNDING, LLC, as a Lender
By: LBC Credit Management, L.P., its designated manager

By: LBC Credit Management GP, LLC, its general partner

By: 
Name: David E. Frainow
Title: Senior Vice President


LBC-A CREDIT FUND, L.P., as a Lender
By: LBC-A Credit Funding, L.P., its general partner

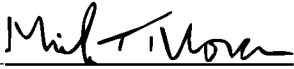
By: LBC-A Credit Funding GP, LLC, its general partner

By: 
Name: David E. Frainow
Title: Senior Vice President

ALLSTATE INSURANCE COMPANY, as a
Lender

J.M.

By: 
Name: Allen Dick
Title: Authorized Signatory

By: 
Name: Michael Moran
Title: Authorized Signatory

**ALLSTATE LIFE INSURANCE
COMPANY**, as a Lender

By: _____
Name: _____
Title: _____

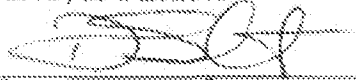
By: _____
Name: _____
Title: _____

ALLSTATE INSURANCE COMPANY, as a
Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EVERLAKE LIFE INSURANCE
COMPANY, as a Lender

By:  _____
Name: *D. Sean Art* _____
Title: *Authorized Signatory* _____

By: _____
Name: _____
Title: _____

Intending to be legally bound hereby, this letter is agreed to and accepted this 30th day of November, 2021:

BORROWERS:

AXIA ACQUISITION HOLDING CORPORATION

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

AXIA ACQUISITION CORPORATION

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

GUARANTOR:

AMES TAPING TOOLS INTERMEDIATE HOLDING LLC

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

SCHEDULE "A"

PAYOFF AMOUNT/WIRE INSTRUCTIONS

<u>Payoff Amount</u>	<u>Outstanding Principal Balance Due and Owing</u>	<u>Accrued, Unpaid Interest and Expenses</u>	<u>Total Payoff</u>
LBC Credit Agency Services, LLC- On behalf of Lenders	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	N/A	\$
<u>Total Amount Due and Owing:</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Payoff Amount: \$ [REDACTED]

WIRE INSTRUCTIONS

Wire Instructions

Bank: Wells Fargo Bank, N.A.
ABA #: [REDACTED]
Account #: [REDACTED]
Account Name: [REDACTED]

Schedule I
to
Notice of Grant of Security Interest in Patents

PATENTS

Title	Country	Status	App. No.	Filing Date	Patent No.	Issue Date	Expiration Date
ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	US	Granted	10/991065	11/17/2004	7314074	1/1/2008	5/15/2023
EXTENDABLE HANDLE FOR DRYWALL TOOLS	US	Granted	11/110107	4/19/2005	7721377	5/25/2010	2/23/2029
FINISHER SYSTEM	US	Granted	13/151167	6/1/2011	8826961	9/9/2014	10/31/2031
HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Granted	14/614153	2/4/2015	9464447	10/11/2016	2/4/2035
HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Granted	29/516651	2/4/2015	D766057	9/13/2016	9/13/2030
HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Granted	29/555882	2/25/2016	D786034	5/9/2017	5/9/2032
HANDLE ASSEMBLY FOR DRYWALL FINISHER BOX	US	Published	15/259755	9/8/2016			
TAPING TOOL HAVING IMPROVED CREASER WHEEL OPERATION	US	Granted	13/151239	6/1/2011	8863807	10/21/2014	1/29/2032
HANDLE SYSTEM FOR FINISHING TOOL	US	Granted	13/151180	6/1/2011	9133631	9/15/2015	10/16/2032
TAPING TOOL HAVING SWIVEL JOINT	US	Granted	13/151271	6/1/2011	8783322	7/22/2014	11/25/2031
TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Granted	14/219806	3/19/2014	9359777	6/7/2016	2/24/2032
TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Published	15/174734	6/6/2016			
CONTROL TUBE FOR TAPING TOOL	US	Granted	29/506880	10/21/2014	D768447	10/11/2016	10/11/2030
FINISHER BOX WITH BLADE ASSEMBLY	US	Published	14/956730	12/2/2015			
FINISHER BOX WITH BLADE ASSEMBLY	PCT	Published	PCT/US2016/014705	1/25/2016			

PATENT APPLICATIONS

Title	Country	Status	App. No.	Filing Date	Patent No.	Issue Date	Expiration Date
COMPOUND TUBE WITH A FINISHING HEAD	US	Pending	15/487131	4/13/2017			
COMPOUND TUBE WITH A FINISHING HEAD	PCT	Pending	PCT/US2017/027448	4/13/2017			