

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7970136

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUANTUM MATERIALS, LLC	07/01/2022
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	29614101
Application Number:	11518679
Application Number:	29352131
Application Number:	29352133
Application Number:	29352134
Application Number:	29352136
Application Number:	29352138
Application Number:	29352139
Application Number:	29352141
Application Number:	29383863
Application Number:	29383868
Application Number:	29383872
Application Number:	29389045
Application Number:	16964911
Application Number:	16717814
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438

Email: raquel.haleem@katten.com
Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-00342

NAME OF SUBMITTER: RAQUEL HALEEM

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 05/24/2023

Total Attachments: 12

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the “Agreement”) made as of July 1, 2022, by **QUANTUM MATERIALS, LLC** (the “Grantor”), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantor, Grantee, and the other parties thereto, are parties to that certain (i) Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), providing for extension of credit to be made to QTI Fibers Holdings, LLC (the “Borrower”) by the Lenders and (ii) Security and Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Security Documents now and/or hereafter executed by the Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) Patents (ii) Patent Licenses, (iii) the goodwill of the business symbolized by Grantor’s Patents, and (iv) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security Agreement));

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

1. Incorporation of Credit Agreement, Security Agreement and Security Documents. The Credit Agreement, the Security Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and the other Security Documents of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security Agreement)) being herein collectively referred to as the “Patent Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Patents, including each Patent License and Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Patent; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1(d) of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Patent or Patent License (including any new patent application and any new patent registered with respect to any patent application previously listed on Schedule 1 hereto or on Schedule A to any supplement delivered to Grantee in accordance with this paragraph, “New Patents”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Patents on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Patents and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the “USPTO”).

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Patent Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

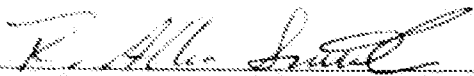
7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR:

QUANTUM MATERIALS, LLC

By: 

Name: Allen Smith

Title: Chief Executive Officer

Agreed and accepted as of the date first written above.

GRANTEE:

BMO HARRIS BANK, N.A., as Administrative Agent

A handwritten signature in black ink, appearing to read "Stephen Mueller", is written over a horizontal line.

By: _____

Name: Stephen Mueller

Title: Director

Schedule J

Patents and Patent Applications

Application No.	Filing Date	Title	Patent Number	Issue Date	Owner
29/614,101	8/16/2017	WOVEN FABRIC	D826577	8/28/2018	Quantum Materials, LLC
11/518,679	9/11/2006	COMPOSITE ELASTOMERIC YARNS AND FABRIC	8,484,940	7/16/2013	Quantum Materials, LLC
29/352,131	12/17/2009	Fabric Construction	D648,541	11/15/2011	Quantum Materials, LLC* ¹
29/352,133	12/17/2009	Fabric Construction	D648,542	11/15/2011	Quantum Materials, LLC*
29/352,134	12/17/2009	Fabric Construction	D648,543	11/15/2011	Quantum Materials, LLC*
29/352,136	12/17/2009	Fabric Construction	D648,544	11/15/2011	Quantum Materials, LLC*
29/352,138	12/17/2009	Fabric Construction	D648,545	11/15/2011	Quantum Materials, LLC*
29/352,139	12/17/2009	Fabric Construction	D648,546	11/15/2011	Quantum Materials, LLC*
29/352,141	12/17/2009	Fabric Construction	D648,547	11/15/2011	Quantum Materials, LLC*
29/383,863	1/24/2011	Fabric Construction	D664,365	7/31/2012	Quantum

¹ As used in this table, an asterisk indicates that the current owner of record of the applicable patent is "The Quantum Group, Inc.," a predecessor in interest to Quantum Materials, LLC.

Application No.	Filing Date	Title	Patent Number	Issue Date	Owner
					Materials, LLC*
29/383,868	1/24/2011	Fabric Construction	D664,366	7/31/2012	Quantum Materials, LLC*
29/383,872	1/24/2011	Fabric Construction	D664,367	7/31/2012	Quantum Materials, LLC*
29/389,045	4/6/2011	Fabric Construction	D664,368	7/31/2012	Quantum Materials, LLC*
16/964,911	7/24/2020	SHOE COMPONENTS HAVING VARYING MODULUS ZONES	-	-	Quantum Materials, LLC
16/717,814	12/17/2019	SYNTHETIC LEATHER FABRICS	-	-	Quantum Materials, LLC
19219184.9	12/21/2019	COATED ELASTIC WOVEN FABRIC	-	-	Quantum Materials, LLC
19744018.3	1/25/2019	SHOE COMPONENTS HAVING VARYING MODULUS ZONES	-	-	Quantum Materials, LLC

EXHIBIT A

SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (the “Supplement”) made as of this ___ day of ___, 20 by [_____] (“Grantor”), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Patent Agreement referenced below) (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Security and Pledge Agreement dated as of [_____], 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, Grantor and Grantee are parties to a certain Patent Security Agreement dated as of [_____], 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Patent Agreement); and

WHEREAS, pursuant to the Patent Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Patents issued or applied for with the USPTO since the date of the Patent Agreement or any prior supplement thereto (such Patents referred to herein as the “New Patents”), Grantor shall deliver to Grantee a Supplement to the Patent Agreement in the form of Exhibit A to such Patent Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Patents and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement, the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Patent Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Patents listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent, and agrees that all such New Patents and

the proceeds thereof shall be included in and be part of the Patent Collateral and otherwise subject to all of the terms and provisions of the Patent Agreement.

2. Incorporation of the Patent Agreement. The terms and provisions of the Patent Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent Agreement, all of the provisions of which Patent Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Patent Agreement shall be a reference to the Patent Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

5. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Patent Security Agreement as of the day and year first hereinabove set forth.

GRANTOR: []

By: _____

Name:

Title:

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

BMO HARRIS BANK N.A., as
Administrative Agent

By: _____
Name:
Title:

SCHEDULE A TO SUPPLEMENT TO PATENT SECURITY AGREEMENT DATED

Patent Applications

Patents