

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8041028

<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>
A.G. SIMPSON (USA), INC.	06/29/2023
A.G. SIMPSON AUTOMOTIVE INC.	06/29/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	222 S. RIVERSIDE PLAZA
<b>Internal Address:</b>	30TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11110875
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	3132233009
<b>Email:</b>	nlevine@dickinsonwright.com
<b>Correspondent Name:</b>	RACHEL WOLOCK
<b>Address Line 1:</b>	500 WOODWARD AVE.
<b>Address Line 2:</b>	SUITE 4000
<b>Address Line 4:</b>	DETROIT, MICHIGAN 48226
<b>ATTORNEY DOCKET NUMBER:</b>	21198-425
<b>NAME OF SUBMITTER:</b>	RACHEL WOLOCK
<b>SIGNATURE:</b>	/Rachel Wolock/
<b>DATE SIGNED:</b>	07/05/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 5</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of June 29, 2023, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION (the "*Secured Party*").

A. G. Simpson (USA), Inc., a Delaware corporation ("*AGS USA*", and each Person (as defined in the Credit Agreement (as defined below)) joined to the Credit Agreement as a borrower from time to time, collectively, the "*Borrowers*", and each a "*Borrower*"), A.G. Simpson Automotive Inc., an Ontario corporation ("*AGS Canada*"), the other Loan Parties from time to time party thereto, and Secured Party have entered into an Amended and Restated Credit Agreement dated on or about the date hereof (as amended, restated, supplemented or modified from time to time, the "*Credit Agreement*"). Capitalized terms used but not defined in this IP Security Agreement have the meanings given in the Credit Agreement.

As a condition precedent to the making of loans by the Secured Party under the Credit Agreement, (1) AGS USA, as grantor, AGS Canada, as guarantor, and Secured Party entered into that certain Guaranty and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or modified from time to time, the "*Guaranty and Security Agreement*"), and (2) AGS Canada and Secured Party entered into that certain Amended and Restated General Security Agreement dated on or about the date hereof (as amended, restated, supplemented or modified from time to time the "*AGS Canada GSA*") (the Guaranty and Security Agreement and the AGS Canada GSA are collectively called the "*Security Agreements*").

AGS USA, pursuant to the Guaranty and Security Agreement, and AGS Canada pursuant to the AGS Canada GSA have each granted to the Secured Party a security interest in, among other property, certain intellectual property, and each have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "*IP Collateral*"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "*Patents*");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the

"*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office, and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreements and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

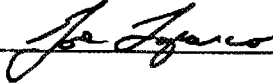
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

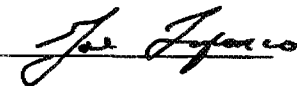
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**A. G. SIMPSON (USA), INC.**

By 

Name: Joe Loparco  
Title: Co-President  
Address for Notices:  
200 Yorkland Blvd., Suite 800,  
Toronto, Ontario, M2J 5C1

**A.G. SIMPSON AUTOMOTIVE  
INC.**

By 

Name: Joe Loparco  
Title: Co-President  
Address for Notices:  
200 Yorkland Blvd., Suite 800,  
Toronto, Ontario, M2J 5C1

AGREED TO AND ACCEPTED:

**FIFTH THIRD BANK,  
NATIONAL ASSOCIATION,  
as Secured Party**

By \_\_\_\_\_

Name: Jason Rockwell  
Title: Vice President  
Address for Notices:  
Fifth Third Bank  
222 S. Riverside Plaza, 30th Floor  
MD GRVROA  
Chicago, IL 60606

SIGNATURE PAGE TO IP SECURITY AGREEMENT

**PATENT  
REEL: 064156 FRAME: 0206**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**A. G. SIMPSON (USA), INC.**

By \_\_\_\_\_

Name:  
Title:  
Address for Notices:  
200 Yorkland Blvd., Suite 800,  
Toronto, Ontario, M2J 5C1

**A.G. SIMPSON AUTOMOTIVE  
INC.**

By \_\_\_\_\_

Name:  
Title:  
Address for Notices:  
200 Yorkland Blvd., Suite 800,  
Toronto, Ontario, M2J 5C1

**AGREED TO AND ACCEPTED:**

**FIFTH THIRD BANK,  
NATIONAL ASSOCIATION,**  
as Secured Party

By 


Name: Jason Rockwell  
Title: Vice President  
Address for Notices:  
Fifth Third Bank  
222 S. Riverside Plaza, 30th Floor  
MD GRVROA  
Chicago, IL 60606

**EXHIBIT A  
SCHEDULES**

**Schedule 1 – Patents**

<b>Grantor</b>	<b>Patent</b>	<b>Patent Number</b>	<b>Date of Patent</b>	<b>Country</b>
A. G. Simpson (USA), Inc.	Vehicle Frame Tie Bar	US 11,110,875 B2	September 7, 2021	USA

**Schedule 2 – Trademarks**

<b>Grantor</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Type</b>	<b>Country</b>	<b>Trademark</b>
A.G. Simpson Automotive Inc.	TMA1149874	2022-11-08	Word	Canada	AGS Automotive Systems
A.G. Simpson Automotive Inc.	TMA1149871	2022-11-08	Word	Canada	AGS Automotive
A.G. Simpson Automotive Inc.	TMA656177	2006-01-06	Design	Canada	

**Schedule 3 – Copyrights**

None