

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8212824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRICON PRECAST, LTD	10/04/2023
RECEIVING PARTY DATA	
Name:	PATHWARD, NATIONAL ASSOCIATION
Street Address:	5480 CORPORATE DRIVE, STE. 350
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48098
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	7572084
Patent Number:	8616807
Patent Number:	8840341
Patent Number:	9103089
Patent Number:	10161099
Application Number:	16747466
Application Number:	17155036
Application Number:	29767361
Application Number:	29767363
Application Number:	29767366
Application Number:	29767368
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<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:	602-285-5000
Email:	ASanchez@dickinson-wright.com
Correspondent Name:	DICKINSON WRIGHT PLLC
Address Line 1:	1850 NORTH CENTRAL AVENUE, SUITE 1400
Address Line 4:	PHOENIX, ARIZONA 85004-4568

ATTORNEY DOCKET NUMBER:	47832-00290
NAME OF SUBMITTER:	JONATHON H. OAKLEY
SIGNATURE:	/Jonathon H. Oakley/
DATE SIGNED:	10/10/2023
Total Attachments: 5 source=4871-6251-9684 v1 Intellectual Property Security Agreement - Tricon Precast (Executed)#page1.tif source=4871-6251-9684 v1 Intellectual Property Security Agreement - Tricon Precast (Executed)#page2.tif source=4871-6251-9684 v1 Intellectual Property Security Agreement - Tricon Precast (Executed)#page3.tif source=4871-6251-9684 v1 Intellectual Property Security Agreement - Tricon Precast (Executed)#page4.tif source=4871-6251-9684 v1 Intellectual Property Security Agreement - Tricon Precast (Executed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of October 4, 2023, is made by **Tricon Precast, LTD**, a Texas limited partnership (the "Grantor") in favor of **Pathward, National Association** (the "Lender").

The Grantor has entered into a Master Credit and Security Agreement dated on or about the date hereof (the "Credit Agreement"), with the Lender.

Under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has 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 and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the 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 "Intellectual Property");

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

1.3 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

1.4 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. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP

Collateral are as provided by the Credit Agreement 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 the State of Michigan.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GRANTOR:

TRICON PRECAST, LTD,
a Texas limited partnership

By: Tricon Management Corp.
Its: General Partner

By:  _____
Name: Gilbert M. Flores
Its: President

Address for Notices:
15055 Henry Road
Houston, TX 77060

AGREED TO AND ACCEPTED:

LENDER:

PATHWARD, NATIONAL ASSOCIATION

By: 
Name: Thomas Couture
Its: Vice President

Address for Notices:
Pathward, National Association
5480 Corporate Drive, Ste. 350
Troy, Michigan 48098

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT
REEL: 065170 FRAME: 0747

SCHEDULE 1 – INTELLECTUAL PROPERTY

Tricon Precast, Ltd. -- Issued U.S. Patents

<u>Patent Number</u>	<u>Title</u>
7,572,084	Precast Arch Structure With Skewed Ends
8,616,807	Two-Stage Mechanically-Stabilized Retaining Earth Wall and Method
8,840,341	Connection System and Method for Mechanically Stabilized Earth Wall
9,103,089	Loop and Saddle Connection System and Method for Mechanically Stabilized Earth Wall
10,161,099	Geosynthetic Connection Systems and Methods for Mechanically Stabilized Earth Walls

Tricon Precast, Ltd. -- Pending U.S. Patent Applications

<u>Serial Number</u>	<u>Title</u>
16/747,466	Border Walls and Related Systems and Methods
17/155,036	Protective Guards for Columns and Other Structures
29/767,361	L-Shaped Guard
29/767,363	Corner Guard
29/767,366	U-Shaped Guard
29/767,368	Face Guard