

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI17250

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
FINDLAY MACHINE & TOOL, LLC		02/09/2024
RECEIVING PARTY DATA		
Company Name:	AB LENDING SPV I LLC, d/b/a Mountain Ridge Capital, as administrative agent	
Street Address:	405 Lexington Ave, 59th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10174	
PROPERTY NUMBERS Total: 87		
Property Type	Number	
Application Number:	29862308	
Application Number:	29862317	
Application Number:	29862329	
Application Number:	29862326	
Application Number:	29830095	
Application Number:	29830094	
Application Number:	29830140	
Application Number:	29833532	
Application Number:	29833529	
Application Number:	29830128	
Application Number:	29830115	
Application Number:	29830114	
Application Number:	29830112	
Application Number:	29822996	
Application Number:	29827315	
Application Number:	29817569	
Application Number:	29785555	
Application Number:	29785591	
Application Number:	29841940	
Application Number:	29841928	

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Property Type	Number
Application Number:	29841924
Application Number:	29841934
Application Number:	29841930
Application Number:	29810552
Application Number:	29801514
Application Number:	29787161
Application Number:	29787158
Application Number:	17752964
Application Number:	18466277
Application Number:	29912011
Application Number:	29911974
Application Number:	29912004
Application Number:	29911970
Application Number:	63582082
Application Number:	63582102
Application Number:	29911994
Application Number:	29911968
Application Number:	29911986
Application Number:	29911977
Application Number:	29911965
Application Number:	29911971
Application Number:	29911962
Application Number:	29911969
Application Number:	63493234
Application Number:	29911960
Application Number:	29911966
Application Number:	63582007
Application Number:	18170948
Application Number:	18533312
Application Number:	29862304
Application Number:	29862319
Application Number:	29862315
Application Number:	29856450
Application Number:	18486589
Application Number:	29856534
Application Number:	18486583
Application Number:	29856530
Application Number:	18486569

Property Type	Number
Application Number:	29856452
Application Number:	18486455
Application Number:	18308852
Application Number:	29836695
Application Number:	29830096
Application Number:	29830142
Application Number:	29833641
Application Number:	29833638
Application Number:	29830101
Application Number:	29830137
Application Number:	29830131
Application Number:	29830116
Application Number:	29830129
Application Number:	29817315
Application Number:	18070920
Application Number:	18170758
Application Number:	29820735
Application Number:	29820738
Application Number:	29817574
Application Number:	29813518
Application Number:	17883890
Application Number:	29803023
Application Number:	17883839
Application Number:	29803018
Application Number:	17884017
Application Number:	17877179
Application Number:	29785553
Application Number:	29785616
Application Number:	29785606

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

Phone: 4044205527

Email: rjk@phrd.com,rkenyeri@phrd.com

Correspondent Name: Rhonda J. Kenyeri

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Rhonda Kenyeri
SIGNATURE:	Rhonda Kenyeri
DATE SIGNED:	02/09/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made this 9th day of February, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and AB LENDING SPV I LLC, a Delaware limited liability company d/b/a Mountain Ridge Capital in its capacity as administrative agent (together with its successors and assigns in such capacity, “Administrative Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement dated on or about the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among, FINDLAY MACHINE & TOOL, LLC, an Ohio limited liability company (“Company”, and together with the other Borrowers party to the Credit Agreement from time to time each, individually, a “Borrower” and, collectively, the “Borrowers”), the other Loan Parties (as defined in the Credit Agreement) party thereto from time to time, the financial institutions party thereto from time to time (collectively, “Lenders”), and Administrative Agent, Administrative Agent has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Administrative Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Administrative Agent 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of Lenders, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

- (a) all of its owned patents including those referred to on Exhibit A;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any patent or any licensed patent, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any licensed patent.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the

Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Exhibit A to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Exhibit A.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, SET FORTH IN SECTION 15.1(b) OF THE CREDIT AGREEMENT AND JURY WAIVER SET FORTH IN SECTION 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FINDLAY MACHINE & TOOL, LLC,
an Ohio limited liability company

By: FMT Holdings, Inc., its Sole Manager



By: _____

Name: **Nickolas L. Reinhart**

Title: Sole Director

[Signatures continue on the following page]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

AB Lending SPV I LLC,
d/b/a Mountain Ridge Capital

By: 
Name: **Greg Gentry**
Title: Managing Director

EXHIBIT A

to

PATENT SECURITY AGREEMENT

List of Patents

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Design	CUPHOLDER AND DEVICE HOLDER	Allowed	29/862,308	TBD	TBD	12/8/2022
Design	CENTRAL CONNECTING PORTION FOR BENCH	Allowed	29/862,317	TBD	TBD	12/8/2022
Design	OUTDOOR BENCH WITH CUPHOLDERS	Allowed	29/862,329	TBD	TBD	12/8/2022
Design	OUTDOOR BENCH	Allowed	29/862,326	TBD	TBD	12/8/2022
Design	TODDLER CHAIR FOR OUTDOORS	Allowed	29/830,095	TBD	TBD	3/10/2022
Design	JUNIOR CHAIR FOR OUTDOORS	Allowed	29/830,094	TBD	TBD	3/10/2022
Design	OUTDOOR JUNIOR CHAIR	Allowed	29/830,140	TBD	TBD	3/10/2022
Design	OUTDOOR HIGH BACK CHAIR WITH CUPHOLDER	Allowed	29/833,532	TBD	TBD	4/5/2022
Design	OUTDOOR HIGH BACK CHAIR	Allowed	29/833,529	TBD	TBD	4/5/2022

PATENT

REEL: 066546 FRAME: 0397

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Design	TODDLER CHAIR WITH CUPHOLDER AND DEVICE HOLDER FOR OUTDOORS	Allowed	29/830,128	TBD	TBD	3/10/2022
Design	JUNIOR CHAIR WITH CUPHOLDER AND DEVICE HOLDER FOR OUTDOORS	Allowed	29/830,115	TBD	TBD	3/10/2022
Design	CLUB CHAIR FOR OUTDOORS	Allowed	29/830,114	TBD	TBD	3/10/2022
Design	CLUB CHAIR WITH CUPHOLDER FOR OUTDOORS	Allowed	29/830,112	TBD	TBD	3/10/2022
Design	END TABLE	Allowed	29/822,996	D1007206	12/12/2023	1/13/2022
Design	SHIPPING TRAY FOR CHAIR	Allowed	29/827,315	D1010447	01/09/2024	2/18/2022
Design	STACKING INSERT	Allowed	29/817,569	TBD	TBD	12/2/2021
Design	FOOT FOR UTILITY SINK	Allowed	29/785,555	TBD	TBD	5/26/2021
Design	UPPER LEG COMPONENT FOR UTILITY SINK	Allowed	29/785,591	TBD	TBD	5/26/2021
Design	SQUARE BASIN UTILITY SINK ASSEMBLY	Issued	29/841,940	D997312	8/29/2023	6/9/2022
Design	SINGLE BASIN UTILITY SINK ASSEMBLY	Issued	29/841,928	D997311	8/29/2023	6/9/2022

Type	Title	Status	Application Number	Patent Number	Issue Date		Filing Date
Design	UTILITY SINK ASSEMBLY WITH SINGLE BASIN	Issued	29/841,924	D991419	7/4/2023	6/9/2022	
Design	DOUBLE BASIN UTILITY SINK ASSEMBLY WITH CENTRAL LEGS	Issued	29/841,934	D990637	6/27/2023	6/9/2022	
Design	DOUBLE BASIN UTILITY SINK ASSEMBLY	Issued	29/841,930	D990639	6/27/2023	6/9/2022	
Design	CHAIR FOOT	Issued	29/810,552	D997705	9/5/2023	10/6/2021	
Design	WATERING CAN	Issued	29/801,514	D1002794	10/24/2023	7/29/2021	
Design	BASIN FOR UTILITY SINK	Issued	29/787,161	D990635	6/27/2023	6/4/2021	
Design	UTILITY SINK	Issued	29/787,158	D990636	6/27/2023	6/4/2021	
Utility: Non-Provisional	UTILITY SINK SYSTEM AND METHOD OF ASSEMBLY	Issued	17/752,964	11814833	11/14/2023	5/25/2022	
Utility: Continuation	UTILITY SINK SYSTEM AND METHOD OF ASSEMBLY	Pending	18/466,277	TBD	TBD	9/13/2023	
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/912,011	TBD	TBD	9/12/2023	
Design	LID FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/911,974	TBD	TBD	9/12/2023	

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/912,004	TBD	TBD	9/12/2023
Design	LID FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/911,970	TBD	TBD	9/12/2023
Utility: Provisional	NESTABLE OUTDOOR PATIO BOX	Pending	63/582,082	TBD	TBD	9/12/2023
Utility: Provisional	LID STANDOFF FOR OUTDOOR PATIO BOX	Pending	63/582,102	TBD	TBD	9/12/2023
Design	LID STANDOFF FOR OUTDOOR PATIO BOX	Pending	29/911,994	TBD	TBD	9/12/2023
Design	SNAP LID FOR OUTDOOR PATIO BOX	Pending	29/911,968	TBD	TBD	9/12/2023
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH WICKER PATTERN AND SNAP LID	Pending	29/911,986	TBD	TBD	9/12/2023
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH VERTICAL SLATS AND SNAP LID	Pending	29/911,977	TBD	TBD	9/12/2023
Design	OUTDOOR PATIO BOX WITH VERTICAL SLATS AND HINGED LID	Pending	29/911,965	TBD	TBD	9/12/2023

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Design	CURVED LID FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/911,971	TBD	TBD	9/12/2023
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH HORIZONTAL SLATS AND SNAP LID	Pending	29/911,962	TBD	TBD	9/12/2023
Design	OUTDOOR PATIO BOX WITH HORIZONTAL SLATS AND HINGED LID	Pending	29/911,969	TBD	TBD	9/12/2023
Utility: Provisional	STOWABLE WORKSTATION AND ROLLING TOOLBOX SYSTEM	Pending	63/493,234	TBD	TBD	3/30/2023
Design	CONTAINER FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/911,960	TBD	TBD	9/12/2023
Design	LID FOR OUTDOOR PATIO BOX WITH SNAP LID	Pending	29/911,966	TBD	TBD	9/12/2023
Utility: Provisional	OUTDOOR PATIO BOX	Pending	63/582,007	TBD	TBD	9/12/2023
Utility: Continuation- in-Part	BENCH SYSTEM AND METHOD	Pending	18/170,948	TBD	TBD	2/17/2023
Utility: Non-Provisional	BENCH WITH REMOVABLE LEG	Pending	18/533,312	TBD	TBD	12/8/2023

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Design	CUPHOLDER FOR BENCH	Pending	29/862,304	TBD	TBD	12/8/2022
Design	SUPPORTS FOR OUTDOOR BENCH	Pending	29/862,319	TBD	TBD	12/8/2022
Design	OUTDOOR BENCH WITH REMOVABLE LEG	Pending	29/862,315	TBD	TBD	12/8/2022
Design	INLET LOCKING COLLAR FOR HOSE REEL	Pending	29/856,450	TBD	TBD	10/13/2022
Utility: Non- Provisional	INLET LOCKING COLLAR ASSEMBLY FOR HOSE REEL ENCLOSURE	Pending	18/486,589	TBD	TBD	10/13/2023
Design	ROTARY HOSE UNION	Pending	29/856,534	TBD	TBD	10/14/2022
Utility: Non- Provisional	ROTARY UNION FOR HOSE REEL	Pending	18/486,583	TBD	TBD	10/13/2023
Design	HOSE GUIDE	Pending	29/856,530	TBD	TBD	10/14/2022
Utility: Non- Provisional	HOSE GUIDE FOR HOSE REEL	Pending	18/486,569	TBD	TBD	10/13/2023
Design	HOSE REEL ENCLOSURE	Pending	29/856,452	TBD	TBD	10/13/2022
Utility: Non- Provisional	HOSE REEL ENCLOSURE SYSTEM	Pending	18/486,455	TBD	TBD	10/13/2023

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Utility: Non-Provisional	SHIPPING TRAY FOR BENCH SYSTEM AND METHOD	Pending	18/308,852	TBD	TBD	4/28/2023
Design	SHIPPING TRAY FOR BENCH	Pending	29/836,695	TBD	TBD	4/28/2022
Design	TODDLER BENCH	Pending	29/830,096	TBD	TBD	3/10/2022
Design	OUTDOOR JUNIOR CHAIR WITH CUPHOLDER	Pending	29/830,142	TBD	TBD	3/10/2022
Design	OUTDOOR MEDIUM BACK CHAIR WITH CUPHOLDER	Pending	29/833,641	TBD	TBD	4/6/2022
Design	OUTDOOR MEDIUM BACK CHAIR	Pending	29/833,638	TBD	TBD	4/6/2022
Design	OUTDOOR STACK CHAIR WITH CUPHOLDER	Pending	29/830,101	TBD	TBD	3/10/2022
Design	OUTDOOR STACK CHAIR	Pending	29/830,137	TBD	TBD	3/10/2022
Design	CHAIR CUPHOLDER	Pending	29/830,131	TBD	TBD	3/10/2022
Design	BENCH WITH CUPHOLDERS	Pending	29/830,116	TBD	TBD	3/10/2022
Design	TODDLER BENCH WITH CUPHOLDER AND DEVICE HOLDER	Pending	29/830,129	TBD	TBD	3/10/2022
Design	BENCH	Pending	29/817,315	TBD	TBD	11/30/2021

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Utility: Non-Provisional	BENCH SYSTEM AND METHOD	Pending	18/070,920	TBD	TBD	11/29/2022
Utility: Non-Provisional	SHIPPING TRAY FOR CHAIR SYSTEM AND METHOD	Pending	18/170,758	TBD	TBD	2/17/2023
Design	RAISED PLANTER	Pending	29/820,735	TBD	TBD	12/23/2021
Design	GARDEN BED	Pending	29/820,738	TBD	TBD	12/23/2021
Design	STACKING INSERT WITH PATTERN	Pending	29/817,574	TBD	TBD	12/2/2021
Design	CASTOR-RECEIVING INSERT FOR LEG OF UTILITY SINK	Pending	29/813,518	TBD	TBD	10/29/2021
Utility: Non-Provisional	OUTDOOR FURNITURE FOOT SYSTEM AND METHOD	Pending	17/883,890	TBD	TBD	8/9/2022
Design	CHAIR WITH CUPHOLDER FOR OUTDOORS	Pending	29/803,023	TBD	TBD	8/10/2021
Utility: Non-Provisional	ARTICLE OF OUTDOOR FURNITURE WITH CUPHOLDER	Pending	17/883,839	TBD	TBD	8/9/2022
Design	CHAIR FOR OUTDOORS	Pending	29/803,018	TBD	TBD	8/10/2021
Utility: Non-Provisional	CHAIR FOR OUTDOORS	Pending	17/884,017	TBD	TBD	8/9/2022

Type	Title	Status	Application Number	Patent Number	Issue Date	Filing Date
Utility: Non-Provisional	WATERING CAN	Pending	17/877,179	TBD	TBD	7/29/2022
Design	SHELF FOR UTILITY SINK	Pending	29/785,553	TBD	TBD	5/26/2021
Design	TRAY FOR UTILITY SINK	Pending	29/785,616	TBD	TBD	5/26/2021
Design	LOWER LEG COMPONENT FOR UTILITY SINK	Pending	29/785,606	TBD	TBD	5/26/2021

PATENT

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