

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1108831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Eastern Metal Framing of New Jersey, LLC	03/14/2024
RECEIVING PARTY DATA	
Company Name:	Farragut SBIC Fund III, LP
Street Address:	5425 Wisconsin Avenue
Internal Address:	Suite 703
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	29760309
Application Number:	17530078
Patent Number:	7356970
Patent Number:	7383665
Patent Number:	8056303
Patent Number:	D606211
Patent Number:	6397550
Patent Number:	5846018
Patent Number:	6213679
Patent Number:	D944418
Patent Number:	D985802
Patent Number:	D996963
CORRESPONDENCE DATA	
Fax Number:	
<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:	9198382021
Email:	asimpson@smithlaw.com
Correspondent Name:	Mr. David Alexander Simpson
Address Line 1:	150 Fayetteville Street

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Address Line 2: Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	13732.013
NAME OF SUBMITTER:	Alex Simpson
SIGNATURE:	Alex Simpson
DATE SIGNED:	03/21/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

- source=Farragut - Super Stud - Patent Security Agreement (Eastern Metal Framing of New Jersey) (Executed)(12080084.1)#page1.tif
- source=Farragut - Super Stud - Patent Security Agreement (Eastern Metal Framing of New Jersey) (Executed)(12080084.1)#page2.tif
- source=Farragut - Super Stud - Patent Security Agreement (Eastern Metal Framing of New Jersey) (Executed)(12080084.1)#page3.tif
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- source=Farragut - Super Stud - Patent Security Agreement (Eastern Metal Framing of New Jersey) (Executed)(12080084.1)#page6.tif

THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS THE SAME MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF MARCH 14, 2024, BY AND BETWEEN THE LENDER AND CAMBRIDGE SAVINGS BANK, A MASSACHUSETTS STATE-CHARTERED BANK, TO THE SENIOR OBLIGATIONS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND THE LENDER, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 14, 2024, is made by EASTERN METAL FRAMING OF NEW JERSEY, LLC, a Delaware limited liability company (the "Grantor"), in favor of FARRAGUT SBIC FUND III, LP ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guaranty Agreement, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, the Loan Parties from time to time party thereto, and Lender (together with its successors and assigns), Lender has agreed to make a loan to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its loan to Borrower thereunder, the Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

- (a) all of its patents, including any patent applications, and all patent licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such patent; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their patents, patent applications and licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

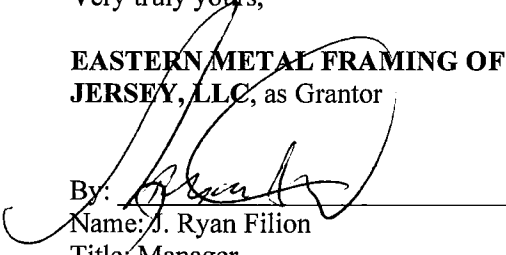
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware. The provisions of the Loan Agreement relating to submission to jurisdiction, waiver of jury trial and venue are hereby incorporated by reference herein, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**EASTERN METAL FRAMING OF NEW
JERSEY, LLC**, as Grantor

By: 
Name: J. Ryan Filion
Title: Manager

[Signature Page to Patent Security Agreement – Eastern Metal Framing of New Jersey]

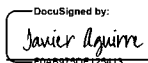
**PATENT
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ACCEPTED AND AGREED
as of the date first above written:

FARRAGUT SBIC FUND III, LP, as Lender

By: Farragut Capital Partners III, LLC, its General Partner

By: Farragut Capital Management, Inc., its Manager

By:  _____

Name: Javier Aguirre

Title: Managing Partner

[Signature Page to Patent Security Agreement – Eastern Metal Framing of New Jersey]

PATENT
REEL: 066851 FRAME: 0699

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

[see attached]

Patents										
File No.	Title	Inventor	Applicant	Country/Jurisdiction	Status	Filing Date	Registration Date	Application Number	Registration Number	Owner
J834-001 US	METAL BUILDING CONSTRUCTION	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	4/15/2004	4/15/2008	10/801,088	7,386,970	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-009 US	HEADER ARRANGEMENT	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	9/24/2006	6/10/2008	11/509,217	7,383,665	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-016 US	NON LOAD-BEARING METAL WALL STUD HAVING INCREASED STRENGTH	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	5/6/2009	11/15/2011	12/436,622	8,056,303	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-016 CA	NON LOAD-BEARING METAL WALL STUD HAVING INCREASED STRENGTH	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	Canada	Active	5/4/2010	3/12/2013	2,702,746	2,702,746	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-016 MX	NON LOAD-BEARING METAL WALL STUD HAVING INCREASED STRENGTH	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	Mexico	Active	5/6/2010	11/5/2010	MX/11/2010/005029	308019	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-018 US	METAL STUD	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	4/3/2009	12/15/2009	29/334,865	D666,211	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-018 MX	MODELO INDUSTRIAL DE TRAVESANO METALICO	Raymond Frobosio	SUPER STUD BUILDING PRODUCTS, INC.	Mexico	Active	7/31/2009	6/10/2010	MX/11/2009/001564	31098	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-019 US	METAL STRUCTURAL MEMBER	Seven Walker, Raymond Frobosio	STEVEN WALKER & SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	11/12/1999	6/4/2002	09/438,274	6,397,550	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-024 US	DEFLECTION SLIDE CLIP	Raymond Frobosio, Ernest Viola	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	9/23/1997	12/8/1998	08/933,726	5,846,018	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-025 US	DEFLECTION SLIDE CLIP	Raymond Frobosio, Ernest Viola	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	10/8/1999	4/10/2001	09/414,588	6,213,679	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-043 US	DOUBLE-RETURN JOIST	Raymond Frobosio, W. Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	3/6/2018	2/22/2022	29/639,347	D944,418	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-050 US	JOIST WITH ORNAMENTAL WEB	Raymond Frobosio, William Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	United States	Pending	11/30/2020		29/760,309	Pending Application	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-051 US	ISOLATED RESILIENT CHANNEL	Raymond Frobosio, William Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	5/24/2021	5/9/2023	29/785,098	D985,802	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-051 CON	ISOLATED RESILIENT CHANNEL	Raymond Frobosio, William Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	United States	Pending	11/18/2021		17/530,078	Pending Application	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-051 CA	ISOLATED RESILIENT CHANNEL	Raymond Frobosio, William Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	Canada	Pending	12/30/2021		3,144,636	Pending Application	EASTERN METAL FRAMING OF NEW JERSEY, LLC
J834-053 US	CLIP	Raymond Frobosio, William Donnell Allen	SUPER STUD BUILDING PRODUCTS, INC.	United States	Active	11/18/2021	8/29/2023	29/816,033	D986,963	EASTERN METAL FRAMING OF NEW JERSEY, LLC

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