

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI116562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
MAXTON GROUP, INC.			03/21/2024
RECEIVING PARTY DATA			
Company Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	D855227		
Patent Number:	D803436		
CORRESPONDENCE DATA			
Fax Number:	2122944700		
<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:	2122946635		
Email:	dkumar@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	Winston & Strawn LLP		
Address Line 2:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	15250.43 PSA		
NAME OF SUBMITTER:	Deomattie Kumar		
SIGNATURE:	Deomattie Kumar		
DATE SIGNED:	03/25/2024		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of March 21, 2024, is made by MAXTON GROUP, INC., a Florida corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Joinder Agreement to Guaranty and Collateral Agreement, dated as of March 21, 2024, with and in favor of Agent for the ratable benefit of the Lenders, which supplements that Guaranty and Collateral Agreement, dated as of November 30, 2021 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


MAXTON GROUP, INC., as Grantor

By: B. Whalen

Name: Bill Whalen

Title: Chief Financial Officer

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Kimberly Trick (Mar 19, 2024 15:52 CDT)

Name: Kimberly Trick
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 066881 FRAME: 0175

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT
Patent Registrations and Applications

<u>Loan Party/Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent or Application No.</u>	<u>Filing or Issued Date</u>	<u>Status</u>
Maxton Group, Inc.	Detachable LED light and base	United States	D855227	7/30/2019	Granted
Maxton Group, Inc.	LED bed light	United States	D803436	11/21/2017	Granted

PATENT

REEL: 066881 FRAME: 0176

RECORDED: 03/25/2024