## 508929345 12/18/2024

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI705299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
Landmark Structures I, L.P.	12/18/2024

### **RECEIVING PARTY DATA**

Company Name:	Fortress Credit Corp.	
Street Address:	1345 Avenue of the Americas	
Internal Address:	46th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code: 10105		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	8118477
Patent Number:	8287178
Patent Number:	8790001

### **CORRESPONDENCE DATA**

Fax Number:

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:** 7146686200

**Email:** johnkline@paulhastings.com

Correspondent Name: John Kline

Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Mitchell Garrett
SIGNATURE:	Mitchell Garrett
DATE SIGNED:	12/18/2024

#### **Total Attachments: 5**

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated December 18, 2024, is made by the Person listed on the signature page hereof (the "Grantor") in favor of FORTRESS CREDIT CORP. ("Fortress") as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, SUPERIOR HOLDCO LLC, a Delaware limited partnership ("Holdings"), SUPERIOR INTERMEDIATE LLC, a Delaware limited liability company (the "Borrower"), Fortress, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Credit Agreement dated as of December 18, 2024 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the U.S. Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

- SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following Collateral owned by such Grantor (the "<u>Collateral</u>"), in each case, other than Excluded Property:
  - (a) all issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office, including those set forth in Schedule A hereto.
- SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. <u>Recordation</u>. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United

PATENT REEL: 069628 FRAME: 0543 States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. <u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Governing Law.</u> This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

LANDMARK STRUCTURES I, L.P.,

as Grantor

DocuSigned by:

Name: Christopher Lamon
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT REEL: 069628 FRAME: 0545 FORTRESS CREDIT CORP.,

as Collateral Agent

By:
Name: Tom Kelly
Title: Authorized Signatory

# SCHEDULE A

# <u>United States Patents and Patent Applications</u>

Jurisdiction	Status	App. Number	Patent Number	App. Date	Publication Date	Owner of Record
US	Granted	US11/382110A	US8118477B2	2006-05-08	2012-02-21	Landmark Structures I, L.P.
US	Granted	US11/954692A	US8287178B2	2007-12-12	2012-10-16	Landmark Structures I, L.P.
US	Granted	US13/351394A	US8790001B2	2012-01-17	2014-07-29	Landmark Structures I, L.P.

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**RECORDED: 12/18/2024**