

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI730216

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTEK PLASTICS, LLC	01/02/2025
RECEIVING PARTY DATA		
Company Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	650 Third Avenue South, Suite 450	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8474189	
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:	6126046574	
Email:	estark@winthrop.com	
Correspondent Name:	Eve Stark	
Address Line 1:	Winthrop & Weinstine, P.A.	
Address Line 2:	225 S 6th Street, Suite 3500	
Address Line 4:	Minneapolis, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	11581.50	
NAME OF SUBMITTER:	Eve Stark	
SIGNATURE:	Eve Stark	
DATE SIGNED:	01/03/2025	
Total Attachments: 5		
source=Executed 20250102 Patent and Trademark Security Agreement (Intek)#page1.tiff		
source=Executed 20250102 Patent and Trademark Security Agreement (Intek)#page2.tiff		
source=Executed 20250102 Patent and Trademark Security Agreement (Intek)#page3.tiff		
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Patent and Trademark Security Agreement"), dated as of January 2, 2025, is made by **INTEK PLASTICS, LLC**, a Minnesota limited liability company (the "Grantor") in favor of and **JPMORGAN CHASE BANK, N.A.**, a national banking association with an address at 650 Third Avenue South, Suite 450, Minneapolis, Minnesota 55402 (the "Secured Party").

WHEREAS, Grantor and Secured Party are parties to that certain Credit Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement").

WHEREAS, as a condition precedent to the extension of loans and other accommodations by the Secured Party under the Credit Agreement, and pursuant to that certain Pledge and Security Agreement of even date herewith (the "Security Agreement"), the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, 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 with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all patents and patent applications of the Grantor, including those set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all trademark registrations and applications of the Grantor, including those set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) 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;

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable 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 the Commissioner for Trademarks and any other government officials to record and register this Patent and Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Patent and Trademark 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 Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent and Trademark 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 Patent and Trademark Security Agreement by facsimile or in electronic (eg, "pdf") format shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

5. Successors and Assigns. This Patent and Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent and Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent and Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

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IN WITNESS WHEREOF, the Grantor has executed this Patent and Trademark Security Agreement as of the date first above written.

INTEK PLASTICS, LLC

By: 

Name: Nii Quaye

Title: Secretary

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Company	Title	Application /	Filing Date	Issue Date
		Patent No.		
INTEK PLASTICS, LLC	WEATHER STRIP FOR USE WITH FRAME STRUCTURES HAVING SHARP CORNERS	Patent No. 8,474,189	N/A	July 2, 2013

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Company	Country	Trademark	Application / Registration No.	Filing Date	Registration Date
INTEK PLASTICS, LLC	USA	INTEK	Reg. No. 5,691,675	N/A	March 5, 2019

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