

10-2-00



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Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TENNECO INC. (DE Corporation)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

Additional name(s) & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Conditional Assignment of and Security Interest in Patent Rights

Execution Date: November 4, 1999

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

4,373,329

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41): ..... \$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.

Name of Person Signing

*Kristopher E. Ahrend*

Signature

10/2/00

Date

Total number of pages comprising cover sheet: 8

10/20/2000 GTON11 00000033 4373329

01 PD:591

40.00 EP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN PATENT RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN PATENT RIGHTS ("Conditional Assignment"), dated as of November 4, 1999 is made by Tenneco Inc., a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Administrative Agent, Commerzbank, AG and Bank of America, N.A., as co-documentation agents ("Co-Documentation Agents"), and Citicorp USA, Inc., as syndication agent ("Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 4, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff

against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

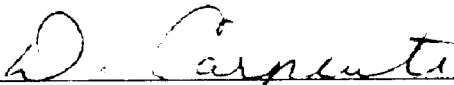
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee 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.

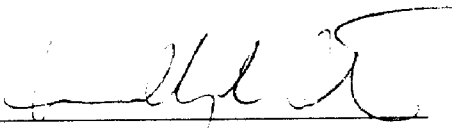
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

TENNECO INC.

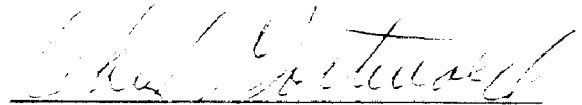
By:   
Name: Don Carpenter  
Title: Vice President - Tax

THE CHASE MANHATTAN BANK,  
as Administrative Agent for the Lenders

By:   
Name: **RANDOLPH E. CATES**  
Title: **VICE PRESIDENT**

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF DECATUR )

On the 4<sup>th</sup> day of December, 1999, before me personally came  
TERESA HAYAT-K, who is personally known to me to be the VICE PRESIDENT of  
Tenneco Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he  
is the VICE PRESIDENT in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he  
acknowledged said instrument to be the free act and deed of said corporation.


  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



STATE OF NEW YORK )  
 ) ss  
COUNTY OF NEW YORK )

On the 4<sup>th</sup> day of NOVEMBER, 1999, before me personally came RANDOLPH E. CATES, who is personally known to me to be the VICE PRESIDENT of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

ELIZABETH IACOVIELLO  
Notary Public, State of New York  
No. 31-4638331  
Qualified in New York County  
Commission Expires June 30, 2000

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Patents

*Title of Patent*

*Patent No.*

[list separately]

*Title of Patent Application*

*Patent App. No.*

[list separately]

SCHEDULE A - U.S. PATENTS

ISSUED PATENTS  
TENNECO INC.

| <u>Assignee</u> | <u>Title</u>             | <u>Inventor</u> | <u>Registration No.</u> | <u>Issue Date</u> |
|-----------------|--------------------------|-----------------|-------------------------|-------------------|
| Tenneco Inc.    | Tubular Exhaust Manifold | MARTINI         | 4373329                 | 02/15/1983        |

**SCHEDULE A - U.S. PATENTS**

**PATENT APPLICATIONS  
TENNECO INC.**

NONE

403115



SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-7227

E-MAIL ADDRESS

k\_ahrend@stblaw.com

BY EXPRESS MAIL

October 2, 2000

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231


Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security  
Interest in Patent Rights in favor of The Chase Manhattan Bank, as Administrative Agent,  
covering 1 U.S. patent.

A check for \$40 is enclosed to cover the filing fee. Please return  
confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,



Kristopher E. Ahrend

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 10/02/2000

PATENT  
REEL: 011159 FRAME: 0912