

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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):  
**Defiance Precision Products, Inc. (OH Corporation)**

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Name: BNY Asset Solutions LLC, as Administrative Agent

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

Street Address: 600 East Las Colinas Boulevard, Suite 1300

City: Irving State: TX ZIP: 75039

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

Execution Date: November 10, 2003

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)  
10/056,628

B. Patent No.(s)

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY 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 credit card

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.*

Alison J. Winick, Esq.  
Name of Person Signing

  
Signature

1-28-04  
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

PATENT

700062933

REEL: 014287 FRAME: 0798

OP \$40.00 10056628

# GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of November 10, 2003 among Defiance Precision Products, Inc., an Ohio corporation, with its principal office at 1125 Precision Way, Defiance, OH 43512 ("Grantor") and BNY Asset Solutions LLC, a Delaware limited liability company, having an office at 600 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039, as administrative agent (in its capacity as administrative agent, together with any successor in such capacity, referred to herein as the "Administrative Agent") for the financial institutions (the "Lenders") now or hereafter being parties to the Senior Term Loan Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time in accordance with its terms, the "Loan Agreement"), among the Grantor, GenTek Inc., a Delaware corporation, certain of its Domestic Subsidiaries, the Lenders and the Administrative Agent.

## WITNESSETH:

WHEREAS, the Lenders have agreed to enter into the Loan Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents, the Lenders and the Administrative Agent have required the execution and delivery of this Agreement by the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 10, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in, lien on, and right of setoff against all Collateral, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in, lien on, and a right of setoff against, 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 as security for all Obligations.

3. Purpose. This Agreement has been executed and delivered by the 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 the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

[Remainder of Page Intentionally Left Blank]

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

DEFLANCE PRECISION PRODUCTS, INC., as  
Grantor

By:   
Title: Kevin J. O'Connor  
Vice President

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

DEFIANCE PRECISION PRODUCTS, INC., as  
Grantor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By:  \_\_\_\_\_  
Title: Michael F. Cocanougher  
Managing Director

STATE OF )  
COUNTY OF ) ss  
)

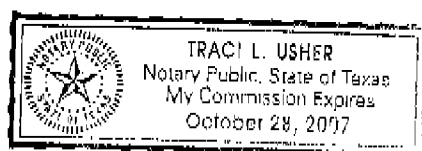
On the \_\_\_\_ day of \_\_\_\_\_, 2003, before me personally came \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Defiance Precision Products, Inc., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such limited liability company, the limited liability company 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 limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

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

(PLACE STAMP ABOVE)

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss

MICHAEL F. CLEANDER On the 6 day of JANUARY, 2004, before me personally came MICHAEL F. CLEANDER, who is personally known to me to be the MANAGING DIRECTOR of BNY Asset Solutions LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such company, the company 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 company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Traci L Usher  
Notary Public

(PLACE STAMP ABOVE)

**SCHEDULE A**

**U.S. Patents and Patent Applications**

(see attached)



SCHEDULE A TO GRANT OF SECURITYPATENTS

Title	Jurisdiction	Pat. No. (App. No.)	Issue Date (App. Date)	Status/Comments
Manufacturing process for making engine components of high...	USA	(10/056,628)	(01/25/2002)	

30749340.DOC

RECORDED: 01/28/2004

PATENT  
REEL: 014287 FRAME: 0806

\*\* TOTAL PAGE 12 \*\*