

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2609701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
METOKOTE CORPORATION	09/30/2013
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	09187865
Application Number:	11158221
Application Number:	12233952
Application Number:	13093266
CORRESPONDENCE DATA	
Fax Number:	(202)739-3001
Phone:	202-739-3000
Email:	jennifer.evans@morganlewis.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVENUE, NW
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	058438-0487
NAME OF SUBMITTER:	JENNIFER C. EVANS
Signature:	/jce/

CH \$160.00 09187865

PATENT

Date:	11/11/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
<p>Total Attachments: 7 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif</p>	

THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 30, 2013 (SUCH AGREEMENT, TOGETHER WITH ALL AMENDMENTS, RESTATEMENTS, AMENDMENTS AND RESTATEMENTS, SUPPLEMENTS AND OTHER MODIFICATIONS THERETO, THE "INTERCREDITOR AGREEMENT"), AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION TOGETHER WITH ITS PERMITTED SUCCESSORS AND ASSIGNS, AS REVOLVING LOAN AGENT (AS DEFINED THEREIN) AND WILMINGTON TRUST, NATIONAL ASSOCIATION, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, AS TERM LOAN AGENT (AS DEFINED THEREIN). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS PATENT SECURITY AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE TERMS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 30th day of September, 2013, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MK Holding III Corporation, a Delaware corporation ("Parent"), MetoKote Holdings, Inc., a Delaware corporation ("Holdings"), Metokote Corporation, a Delaware corporation ("MetoKote"), each of Parent's Subsidiaries (other than Holdings) identified on the signature pages thereto (such Subsidiaries, together with MetoKote and each other Subsidiary that becomes a party thereto after the date hereof in accordance with the terms thereto, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method

of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

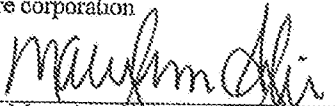
GRANTOR:

METOKOTE CORPORATION,
a Delaware corporation

By:

Name:

Title:



Mary Ann Sigler

Vice President

[Signature page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Vivek Tayal

Title: Vice President

[Signature page to Patent Security Agreement]

S-2

PATENT
REEL: 031611 FRAME: 0439

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

MetoKote Corporation:

Grantor	Country	Patent	Application/ Patent No.	Filing Date
MetoKote Corporation	United States of America	CONVEYOR SYSTEM	09/187865	06- Nov-98
MetoKote Corporation	Brazil	CONTINUOUS COATING PROCESS	PI0503727-1	19-Sep-05
MetoKote Corporation	Czech Republic	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	Germany	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	European Patent Convention	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	France	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	United Kingdom	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	Hungary	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	Poland	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	Turkey	CONTINUOUS COATING PROCESS	05812128.6	13-Oct-05
MetoKote Corporation	United States of America	CONTINUOUS COATING PROCESS	11/158221	21-Jun-05
MetoKote Corporation	United States of America	SYSTEMS AND METHODS FOR ELECTROCOATING A PART	12/233952	19-Sep-08
MetoKote Corporation	United States of America	MODULARLY INTEGRATED	13/093266	25-Apr-11

Grantor	Country	Patent	Application/ Patent No.	Filing Date
		COATING SYSTEM		
MetoKote Corporation	United States of America	ZINC RICH COATING PROCESS OVERVIEW	N/A	N/A

Patent Licenses

None.