

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2645009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COPPERWELD BIMETALLICS LLC	12/11/2013
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC.
Street Address:	100 FEDERAL STREET
Internal Address:	31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61756567
Patent Number:	6342677
CORRESPONDENCE DATA	
Fax Number:	(213)830-8743
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KIMBERLEY A. LATHROP
Address Line 1:	BINGHAM MCCUTCHEN LLP
Address Line 2:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	3322800.367281
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
Signature:	/Kimberley A.Lathrop/

CH \$80.00 61756567

Date:

12/11/2013

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), effective as of December 11, 2013 is made by the persons signatory hereto or hereafter made a party hereto (the "Grantors" and each a "Grantor"), in favor of THL CORPORATE FINANCE, INC., a Delaware corporation, located at 100 Federal Street, 31st Floor, Boston, MA 02110, as agent acting for the benefit of the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among COPPERWELD BIMETALLICS LLC, a Delaware limited liability (the "Administrative Borrower"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 6.28 thereof, each other Person party thereto that is designated as a Borrower from time to time (together with the Administrative Borrower, the "Borrowers", and each a "Borrower"), the various financial institutions from time to time party thereto as lenders (each a "Lender" and, collectively, the "Lenders") and the Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, each Grantor pledged and granted to the Agent, for the benefit of the Lenders, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Credit Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in Grantor's right, title and interest in, to and under all of the patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "Patent Collateral"), to the Agent, for the benefit of the Lenders, to secure payment, performance and observance of the Obligations.

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

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 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.

[Signature Pages Follow]

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

COPPERWELD BIMETALLICS LLC,
a Delaware limited liability company,
as a Grantor

By: 

Name: Joseph J. Longever

Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Patent Rights]

THL CORPORATE FINANCE, INC.,
a Delaware corporation,
as Agent

By: 
Name: W. Hunter Stropp
Title: Co-President

SCHEDULE A

U.S. Patents and Applications

Description	Application / Patent No.	If Foreign Registration, Country	Issue Dates
Process for Coloring Copper and Metal Wire for Theft Deterrence (Application)	61/756,567		1/25/2013 (filed)
High Frequency Cable having a Dual-Layer Structure (licensed from Trilogy, assigned to Copperweld effective 12/15/2013 pursuant to Agreement of Sale dated 12/15/2003)	6,342,677		1/29/2002