

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2664723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CTP TRANSPORTATION PRODUCTS, LLC	12/31/2013
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
Internal Address:	ATTN: CTP TRANSPORTATION ACCOUNT MANAGER
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7231948
Patent Number:	5533793
Patent Number:	D673895
Patent Number:	7404712
Patent Number:	7600994
Patent Number:	5268139
Application Number:	13081959
PCT Number:	US2012032241
CORRESPONDENCE DATA	
Fax Number:	
Email:	marina.kelly@thomsonreuters.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA, LEGAL ASSISTANT
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Signature:	/Marina Kelly, Thomson Reuters/
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Date:	01/02/2014
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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of December 31, 2013, by the undersigned ("Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 31, 2013 (including all annexes or exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Notes Security Agreement") among CTP TRANSPORTATION PRODUCTS, LLC, a Delaware limited liability company, CTP FINANCE INC., a Delaware corporation, CTP TRANSPORTATION PRODUCTS HOLDINGS LLC, the other Grantors (as defined in the Notes Security Agreement) from time to time party thereto, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

Grantor is required to execute and deliver to the Notes Collateral Agent this Patent Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to the Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under any Patents (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents set forth in Schedule I.
3. **NOTES SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Notes Secured Parties, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Notes Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions listed in Section 10 of the Notes Security Agreement.

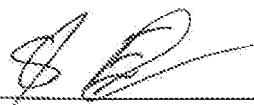
6. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. Notwithstanding anything to the contrary contained in this Patent Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Notes Collateral Agent in any Collateral that constitutes Revolving Priority Collateral pursuant to this Patent Security Agreement and the exercise of any right or remedy against the Revolving Priority Collateral by the Notes Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

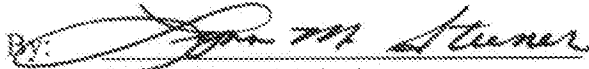
CTP TRANSPORTATION PRODUCTS, LLC

By: 
Name: Stanley Edme
Title: Secretary

[Carlisle - Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

BY: 

Name: Lynn M. Steiner
Title: Vice President

Schedule I

Patents

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
CTP Transportation Products, LLC	7,231,948	Non-Pneumatic Tire
CTP Transportation Products, LLC	5,533,793	IMPROVED AGRICULTURE TIRES AND WHEEL ASSEMBLIES THEREFORE
CTP Transportation Products, LLC	D673,895	Tire Tread
CTP Transportation Products, LLC	7,404,712	Multiple Segment Mold To Manufacture Tire Bladders
CTP Transportation Products, LLC	7,600,994	Multiple Segment Mold To Manufacture Tire Bladders
CTP Transportation Products, LLC	5,268,139	Method of Molding A Plastic Wheel

Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>
CTP Transportation Products, LLC	9101283.5	Low Aspect Ratio Tire Curing Bladder
CTP Transportation Products, LLC	13/081,959	Polybutadiene-Based Power Transmission Belting
CTP Transportation Products, LLC	PCT/US2012/032241	Polybutadiene-Based Power Transmission Belting