

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3185877

|                                                                                                                                                                                                 |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                    |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>                              |
| U.S. FARATHANE, LLC                                                                                                                                                                             | 12/23/2014                                         |
| CHEMCAST, LLC                                                                                                                                                                                   | 12/23/2014                                         |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                    |
| <b>Name:</b>                                                                                                                                                                                    | BANK OF AMERICA, N.A.                              |
| <b>Street Address:</b>                                                                                                                                                                          | 901 MAIN STREET                                    |
| <b>City:</b>                                                                                                                                                                                    | DALLAS                                             |
| <b>State/Country:</b>                                                                                                                                                                           | TEXAS                                              |
| <b>Postal Code:</b>                                                                                                                                                                             | 75202                                              |
| <b>PROPERTY NUMBERS Total: 14</b>                                                                                                                                                               |                                                    |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                      |
| Application Number:                                                                                                                                                                             | 13348686                                           |
| Application Number:                                                                                                                                                                             | 13348725                                           |
| Patent Number:                                                                                                                                                                                  | 8708345                                            |
| Application Number:                                                                                                                                                                             | 13495121                                           |
| Application Number:                                                                                                                                                                             | 13726875                                           |
| Application Number:                                                                                                                                                                             | 13726943                                           |
| Application Number:                                                                                                                                                                             | 13794028                                           |
| Application Number:                                                                                                                                                                             | 13726771                                           |
| Patent Number:                                                                                                                                                                                  | 6837519                                            |
| Patent Number:                                                                                                                                                                                  | 5626384                                            |
| Application Number:                                                                                                                                                                             | 14046510                                           |
| Patent Number:                                                                                                                                                                                  | 8783751                                            |
| Application Number:                                                                                                                                                                             | 14075654                                           |
| Application Number:                                                                                                                                                                             | 14244827                                           |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                    |
| <b>Fax Number:</b>                                                                                                                                                                              | (212)310-8007                                      |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                                    |
| <b>Phone:</b>                                                                                                                                                                                   | 212.310.8000                                       |

**Email:** Juan.Arias@Weil.com  
**Correspondent Name:** JANELL WISE  
**Address Line 1:** WEIL, GOTSHAL & MANGES LLP  
**Address Line 2:** 767 FIFTH AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10153

|                           |             |
|---------------------------|-------------|
| <b>NAME OF SUBMITTER:</b> | JANELL WISE |
|---------------------------|-------------|

|                   |               |
|-------------------|---------------|
| <b>SIGNATURE:</b> | /Janell Wise/ |
|-------------------|---------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 01/16/2015 |
|---------------------|------------|

**Total Attachments: 9**

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## TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 23, 2014, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by U.S. Farathane, LLC, a Delaware limited liability company, and Chemcast, LLC, a Michigan limited liability company (each, a “Grantor”) in favor of Bank of America, N.A., in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”).

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of December 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which each Grantor has granted a security interest to the Agent in the Collateral (including the IP Collateral (as defined below)) and is required to execute and deliver this Agreement. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement, dated as of December 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among U.S. Farathane, LLC, a Delaware limited liability company (the “Borrower”), USF Holdings, LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending applications for Patents in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for registration in the United States Copyright Office; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Collateral shall include, and each Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York or applicable federal laws governing the IP Collateral.

SECTION 5. **Termination or Release.** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to each relevant Grantor, at such Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tiff" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

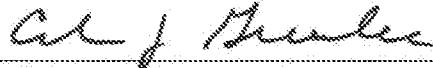
SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT IN THE IP COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNTIL THE DISCHARGE OF ABL OBLIGATIONS, FOR PURPOSES OF ANY DETERMINATION RELATING TO THE IDENTITY OR PERFECTION OF ABL PRIORITY COLLATERAL (INCLUDING ANY DETERMINATION WITH RESPECT TO ANY WAIVER OR EXTENSION OR ANY OPPORTUNITY TO REQUEST THAT IS PERMITTED OR REQUIRED UNDER THE DEFINITION OF "COLLATERAL AND GUARANTEE REQUIREMENT" IN THE CREDIT

AGREEMENT UNDER THIS AGREEMENT OR UNDER ANY OTHER LOAN DOCUMENT) AS TO WHICH THE AGENT IS GRANTED DISCRETION HEREUNDER, THE DETERMINATION OF THE ABL ADMINISTRATIVE AGENT (OR THE AGENT FOR THE HOLDERS OF ANY APPLICABLE ABL OBLIGATIONS) UNDER THE ANALOGOUS PROVISION OF THE CORRESPONDING ABL LOAN DOCUMENT (OR ANY EQUIVALENT TERM UNDER ANY ABL FACILITY) (OR THE DOCUMENTATION GOVERNING THE OTHER APPLICABLE ABL OBLIGATIONS) SHALL BE DEEMED TO BE THE DETERMINATION OF THE AGENT WITH RESPECT THERETO. SO LONG AS THE INTERCREDITOR AGREEMENT IS IN EFFECT, A GRANTOR MAY SATISFY ITS OBLIGATIONS TO DELIVER POSSESSION OR CONTROL OVER ANY ABL PRIORITY COLLATERAL TO THE AGENT BY DELIVERING POSSESSION OR CONTROL OVER ANY SUCH ABL PRIORITY COLLATERAL TO, PRIOR TO THE DISCHARGE OF ABL OBLIGATIONS, THE ABL COLLATERAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) OR ITS AGENT, DESIGNEE OR BAILEE, IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. FARATHANE, LLC

By: 

Name: Andrew J. Greenlee

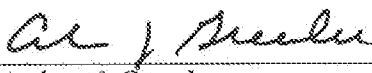
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TERM LOAN IP SECURITY AGREEMENT]

**PATENT**  
**REEL: 034779 FRAME: 0713**

CHEMCAST, LLC

By: U.S. Farathane, LLC, its Manager

By:   
Name: Andrew J. Greenlee  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TERM LOAN IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Assistant Vice President

**SCHEDULE I**

TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Grantor</u>      | <u>Title</u>               | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|---------------------|----------------------------|--------------------------------|---------------|-------------------------------------|
| Chemcast, LLC       | C                          | 02-28-1995                     | Registered    | 1880520                             |
| Chemcast, LLC       | Chemcast                   | 02-28-1995                     | Registered    | 1880519                             |
| U.S. Farathane, LLC | U.S. Farathane Corporation | 08-08-1995                     | Registered    | 1909718                             |
| U.S. Farathane, LLC | USF                        | 03-14-1995                     | Registered    | 1883325                             |
| U.S. Farathane, LLC | USF                        | 04-11-1995                     | Registered    | 1888204                             |

**SCHEDULE II**

## PATENTS AND PATENT APPLICATIONS

| <u>Grantor</u>            | <u>Title</u>                                                                                                                                     | <u>Filing<br/>Date/Issued<br/>Date</u> | <u>Status</u>     | <u>Application/<br/>Registration<br/>No.</u> |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|----------------------------------------------|
| U.S.<br>Farathane,<br>LLC | THERMOPLASTIC COMPOSITE BASED<br>GATE VALVE                                                                                                      | 01/12/2012<br>(Application<br>Date)    | Abandoned         | 13348686                                     |
| U.S.<br>Farathane,<br>LLC | SYSTEM AND PROCESS FOR<br>CREATING AN EXTRUDED<br>POYPROPYLENE PERMITER<br>EXTENDING FRAME                                                       | 01/12/2012<br>(Application<br>Date)    | Not yet<br>issued | 13348725                                     |
| U.S.<br>Farathane,<br>LLC | HEAT EXCHANGER SEAL ASSEMBLY<br>AND METHOD FOR USE WITH A<br>VEHICLE RADIATOR AND COOLING<br>MODULE                                              | 04/29/2014<br>(Issue Date)             | Issued            | 8708345                                      |
| U.S.<br>Farathane,<br>LLC | FLEXIBLE CONDUIT FOR USE IN<br>FRESH AIR INTAKE AND GAS VAPOR<br>OUTLET                                                                          | 06/13/2012<br>(Application<br>Date)    | Not yet<br>issued | 13495121                                     |
| U.S.<br>Farathane,<br>LLC | PROCESS FOR CREATING INJECTION<br>MOLDED TOP AND BOTTOM CAPS<br>SECURITED TO OPPOSITE ENDS OF<br>AN ELONGATED PIPE                               | 12/26/2012<br>(Application<br>Date)    | Not yet<br>issued | 13726875                                     |
| U.S.<br>Farathane,<br>LLC | RECONFIGURABLE FRONT AND<br>UPPER ONE PIECE BAFFLES                                                                                              | 12/26/2012<br>(Application<br>Date)    | Not yet<br>issued | 13726943                                     |
| U.S.<br>Farathane,<br>LLC | RECONFIGURABLE FRONT AND<br>UPPER ONE PIECE BAFFLES FOR<br>DIRECTING INCOMING AIR FROM A<br>VEHICLE FRONT FASCIA TO A<br>RADIATOR COOLING MODULE | 03/11/2013<br>(Application<br>Date)    | Not yet<br>issued | 13794028                                     |
| U.S.<br>Farathane,<br>LLC | ASSEMBLY AND PROCESS FOR<br>CREATING AN EXTRUDED PIPE FOR<br>USE IN A GEOTHERMAL HEAT<br>RECOVERY OPERATION                                      | 12/26/2012<br>(Application<br>Date)    | Not yet<br>issued | 13726771                                     |
| U.S.<br>Farathane,<br>LLC | SEAT BELT LATCH PLATE AND<br>METHOD OF MAKING THE SAME                                                                                           | 01/04/2005<br>(Issue Date)             | Issued            | 6837519                                      |

| <u>Grantor</u>            | <u>Title</u>                                                                                                                                                                             | <u>Filing<br/>Date/Issued<br/>Date</u> | <u>Status</u>     | <u>Application/<br/>Registration<br/>No.</u> |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|----------------------------------------------|
| U.S.<br>Farathane,<br>LLC | VEHICLE SLIDING DOOR STABILIZER                                                                                                                                                          | 05/06/1997<br>(Issue Date)             | Issued            | 5626384                                      |
| U.S.<br>Farathane,<br>LLC | TWO SHOT DOUBLE INVERTED<br>ACOUSTIC HOOD TO COWL SEAL                                                                                                                                   | 10/04/2013<br>(Application<br>Date)    | Not yet<br>issued | 14046510                                     |
| U.S.<br>Farathane,<br>LLC | COEXTRUDED ROOF DITCH<br>MOLDING WITH HARD AND SOFT<br>COMPONENTS INCLUDING<br>ASSOCIATED FASTENER SYSTEM                                                                                | 07/22/2014<br>(Issue Date)             | Issued            | 8783751                                      |
| U.S.<br>Farathane,<br>LLC | TRI-EXTRUDED ROOF DITCH<br>MOLDING WITH HARD AND SOFT<br>COMPONENTS INCLUDING<br>ASSOCIATED FASTENER SYSTEM<br>AND METHOD FOR HEAT FORMING<br>THE ROOF DITCH MOLDING                     | 11/08/2013<br>(Application<br>Date)    | Not yet<br>issued | 14075654                                     |
| U.S.<br>Farathane,<br>LLC | SELF-CLEANING DUST BOX<br>ASSEMBLY FOR USE WITH<br>CONTROLLED TUBE ASSEMBLIES,<br>SUCH AS FORMING A PORTION OF A<br>FRESH AIR REPLACEMENT LINE<br>ASSOCIATED WITH A VEHICLE FUEL<br>TANK | 04/03/2014<br>(Application<br>Date)    | Not yet<br>issued | 14244827                                     |