

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3185885

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	U.S. FARATHANE, LLC	12/23/2014
	CHEMCAST, LLC	12/23/2014
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	20975 SWENSON DRIVE	
Internal Address:	SUITE 200	
City:	WAUKESHA	
State/Country:	WISCONSIN	
Postal Code:	53186	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
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	
CORRESPONDENCE DATA		
Fax Number:	(212)310-8007	
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.		

PATENT

Phone: 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

NAME OF SUBMITTER:	JANELL WISE
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SIGNATURE:	/JANELL WISE/
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DATE SIGNED:	01/16/2015
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Total Attachments: 9

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL 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 ABL 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 Revolving 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"), the Agent and Bank of America, N.A., as issuing bank and as swingline lender. Consistent with the requirements set forth in Sections 4.01 and 6.12 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 9 and Section 10.22 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 10.03(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.

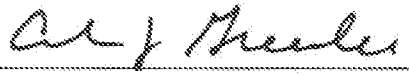
SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT IN THE IP COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR 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 TERM OBLIGATIONS, FOR PURPOSES OF ANY DETERMINATION

RELATING TO THE IDENTITY OR PERFECTION OF TERM LOAN 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 TERM AGENT (OR THE AGENT FOR THE HOLDERS OF ANY APPLICABLE TERM OBLIGATIONS) UNDER THE ANALOGOUS PROVISION OF THE CORRESPONDING TERM LOAN DOCUMENT (OR ANY EQUIVALENT TERM UNDER ANY TERM FACILITY) (OR THE DOCUMENTATION GOVERNING THE OTHER APPLICABLE TERM 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 TERM LOAN PRIORITY COLLATERAL TO THE AGENT BY DELIVERING POSSESSION OR CONTROL OVER ANY SUCH TERM LOAN PRIORITY COLLATERAL TO, PRIOR TO THE DISCHARGE OF TERM OBLIGATIONS, THE TERM 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

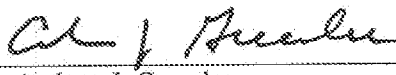
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ABL IP SECURITY AGREEMENT]

PATENT
REEL: 034779 FRAME: 0724

CHEMCAST, LLC

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

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

[SIGNATURE PAGE TO ABL IP SECURITY AGREEMENT]

BANK OF AMERICA, N.A., as the Agent

By: Steve M. Sinagra
Name: STEVEN SINAGRA
Title: SVP

[SIGNATURE PAGE TO ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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 I

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

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

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