

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3731236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACCELLA POLYURETHANE SYSTEMS LLC	02/08/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT
<b>Street Address:</b>	30 SOUTH WACKER DRIVE, SUITE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14445661
<b>Patent Number:</b>	6918979
<b>Patent Number:</b>	6988524
<b>Patent Number:</b>	7066724
<b>Patent Number:</b>	7105113
<b>Patent Number:</b>	6187125
<b>Patent Number:</b>	8821663
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7806
<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>	312-863-7198
<b>Email:</b>	nancy.brougher@goldbergkohn.com
<b>Correspondent Name:</b>	NANCY BROUGHER, PARALEGAL
<b>Address Line 1:</b>	GOLDBERG KOHN LTD.
<b>Address Line 2:</b>	55 EAST MONROE STREET, SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	4975.277
<b>NAME OF SUBMITTER:</b>	NANCY BROUGHER
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	02/09/2016

PATENT

**Total Attachments: 5**

source=Accella Patent Security Agreement#page1.tif

source=Accella Patent Security Agreement#page2.tif

source=Accella Patent Security Agreement#page3.tif

source=Accella Patent Security Agreement#page4.tif

source=Accella Patent Security Agreement#page5.tif

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 8, 2016, by Accella Polyurethane Systems LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of September 8, 2015, by and among Accella Holdings LLC (f/k/a Dash Materials LLC), a Delaware limited liability company ("Administrative Borrower") and certain direct and indirect Subsidiaries of Administrative Borrower (together with Administrative Borrower and any other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers previously executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of December 26, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its Patents set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Patent Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

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.

ACCELLA POLYURETHANE SYSTEMS LLC

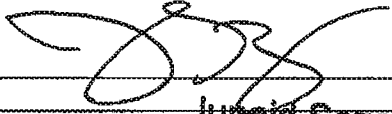
By: Andrew M. Harris

Name: Andrew Harris

Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Junaid Sozer  
Vice President

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents and Patent Applications**

<b>Grantor</b>	<b>Patent Publication Number</b>	<b>Patent Application Number</b>	<b>Date Patent Filed/</b>	<b>Date Patent Published</b>
Accella Polyurethane Systems LLC		14/445661	7/29/2014	

<b>Grantor</b>	<b>Title</b>	<b>Registration Number</b>	<b>Registration/Grant Date</b>
Accella Polyurethane Systems LLC	Method for making tired filled with flatproofing material	6,918,979	7/19/2005
Accella Polyurethane Systems LLC	Apparatus for making tires filled with flatproofing material	6,988,524	1/24/2006
Accella Polyurethane Systems LLC	Apparatus for flatproofing a tire and wheel assembly	7,066,724	7/27/2006
Accella Polyurethane Systems LLC	Method for flatproofing a tire and wheel assembly and resulting flatproofed assembly	7,105,113	9/12/2006
Accella Polyurethane Systems LLC	Method for producing a deflation-proof pneumatic tire and tire filling composition having high resilience	6187125	2/13/2001
Accella Polyurethane Systems LLC)	Ballistic Resilient Run-Flat Tire, Kit and Method Thereof	8,821,663	9/2/2014