

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4144080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COPPERWELD BIMETALLICS LLC	11/10/2016
RECEIVING PARTY DATA	
Name:	FIFTH THIRD BANK
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45263
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6342677
Application Number:	14165445
Application Number:	14427594
CORRESPONDENCE DATA	
Fax Number:	(202)533-9099
<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>	
Phone:	202-467-8800
Email:	jspiantanida@vorys.com
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2:	ATTN: TANYA MARIE CURCIO
Address Line 4:	COLUMBUS, OHIO 43216-2255
ATTORNEY DOCKET NUMBER:	005252-1114/1707/PSA
NAME OF SUBMITTER:	JULIE S. PIANTANIDA
SIGNATURE:	/julie piantanida/
DATE SIGNED:	11/15/2016
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2016 (the "Effective Date"), is entered into by and between **COPPERWELD BIMETALLICS LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 215 Centerview Drive, Suite 360, Brentwood, Tennessee 37027, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), having an office at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, and is as follows:

WITNESSETH

This Agreement is executed in connection with that certain Credit Agreement, dated as of the Effective Date, by and between Lender and Debtor (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Patent Collateral"):

(a) all of its now or in the future owned or existing patents and patent applications, including (i) the inventions and improvements described and claimed in those patents and patent applications and (ii) the patents and patent applications listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Patents");

(b) all reissues, re-exams, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Patents, including damages and payments for past or future infringements of any and all Patents;

(d) all rights to sue for past, present and future infringements of any and all Patents;

(e) all rights corresponding to each of the Patents throughout the world;

(f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications; and

(g) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, (a) "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time; and (b) "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

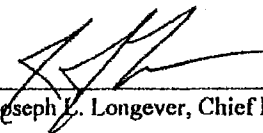
The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" (as defined in that certain Security Agreement, dated as of the Effective Date, by and between Debtor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement")), or any of the Secured Party's rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the General Security Agreement are hereby incorporated into this Agreement *mutatis mutandis* and made applicable to all of the Patent Collateral as if fully rewritten herein, (ii) the Patent Collateral will be "Collateral" for all purposes of the General Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the General Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

COPPERWELD BIMETALLICS LLC

By: 
Joseph L. Longever, Chief Executive Officer

FIFTH THIRD BANK

By: _____
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(COPPERWELD)

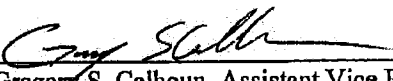
PATENT
REEL: 040331 FRAME: 0112

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COPPERWELD BIMETALLICS LLC

By: _____
Joseph L. Longever, Chief Executive Officer

FIFTH THIRD BANK

By:  _____
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(COPPERWELD)

PATENT
REEL: 040331 FRAME: 0113

SCHEDULE I

U.S. Patents and Patent Applications

Owner: Copperweld Bimetallics LLC, a Delaware limited liability company

Title	Application Number	Filing Date	Patent Number	Issue Date
<i>Process for coloring copper and metal wire for theft deterrence</i>	14/165,445	1/27/2014	N/A	N/A
<i>High Frequency cable having a dual-layer structure</i>	09/491,010	1/25/2000	6,342,677	1/29/2002
<i>Hanger wire for contact wires of railway electrical lines</i>	14/427,594	09/14/2013	N/A	N/A

Patent Licenses

None.

SCHEDULE I TO
PATENT SECURITY AGREEMENT
(COPPERWELD)