

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4156824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL CREDIT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACCURIDE CORPORATION	11/18/2016
GUNITE CORPORATION	11/18/2016
ACCURIDE EMI, LLC	11/18/2016
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA
Street Address:	20 KING STREET WEST
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 61	
Property Type	Number
Patent Number:	6258243
Patent Number:	6149794
Patent Number:	6330994
Patent Number:	6592738
Patent Number:	6572756
Patent Number:	6761934
Patent Number:	6753039
Patent Number:	6153080
Patent Number:	6322687
Patent Number:	6599643
Patent Number:	6994779
Patent Number:	D651954
Patent Number:	D651955
Patent Number:	D663245
Patent Number:	D663246
Patent Number:	6029351
Patent Number:	6073347
Patent Number:	6193321

PATENT

Property Type	Number
Patent Number:	6866896
Patent Number:	7541095
Patent Number:	6911139
Patent Number:	9434218
Patent Number:	D502908
Patent Number:	D504378
Patent Number:	D521918
Patent Number:	D521919
Patent Number:	D662018
Patent Number:	D662019
Patent Number:	D662020
Patent Number:	D662021
Patent Number:	D662022
Patent Number:	D662023
Patent Number:	D662024
Patent Number:	8931534
Patent Number:	8308247
Patent Number:	8153541
Patent Number:	8455379
Patent Number:	8950556
Patent Number:	7219778
Patent Number:	7163594
Patent Number:	5890567
Patent Number:	9283734
Patent Number:	7793703
Patent Number:	8016018
Patent Number:	8550145
Patent Number:	9145938
Patent Number:	6612657
Patent Number:	6866345
Patent Number:	7121728
Patent Number:	7281769
Patent Number:	7159697
Patent Number:	7690505
Application Number:	14770770
Application Number:	13602963
Application Number:	14919213
Application Number:	13077883

Property Type	Number
Application Number:	13436422
Application Number:	13436443
Application Number:	14482849
Application Number:	14867440
Application Number:	61781699

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 202-370-4750

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Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166780
NAME OF SUBMITTER:	ALAN DELANEY
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	11/23/2016

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of November 18, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“RBC”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, ARMOR MERGER SUB CORP., a Delaware corporation, ACCURIDE CORPORATION, a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), ARMOR PARENT CORP., a Delaware corporation (“Holdings”), RBC, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the ABL Credit Agreement dated as of November 18, 2016 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally and not jointly agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “ABL Patent Collateral”):

- (a) the registered Patents (or published applications therefor) (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the ABL Patent Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the ABL Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

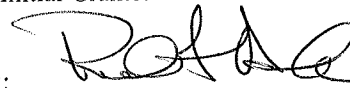
ACCURIDE CORPORATION
GUNITE CORPORATION,
as Initial Grantor

By: 

Name: Richard F. Dauch

Title: Chief Executive Officer

ACCURIDE EMI, LLC,
as Initial Grantor

By: 

Name: Richard F. Dauch

Title: President

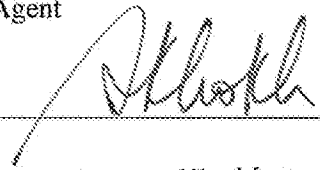
[Signature Page to ABL Patent Security Agreement]

ROYAL BANK OF CANADA,
as Collateral Agent

By:

Name:

Title:


Susan Khokher
Manager, Agency

SCHEDULE A

United States Patents and Patent Applications

Registered Owner/Grantor	Title	Date Filed	Application No.	Patent/Registration No.	Grant Date
Accuride Corporation	A Cathodic Process for Treating an Electrically Conductive Surface	7/24/1998	09/122002	6258243	7/10/2001
Accuride Corporation	A Method of Cathodically Treating an Electrically Conductive Surface	1/30/1998	09/016250	6149794	11/21/2000
Accuride Corporation	Adjustable Support Apparatus and Architecture for Adjusting Support Apparatus	4/15/200	09/551986	6330994	12/18/2001
Accuride Corporation	An Electrolytic Process for Treating a Conductive Surface and Products Formed Thereby	2/1/2001	09/775072	6592738	7/15/2003
Accuride Corporation	Aqueous Electrolytic Medium	3/23/2001	09/816879	6572756	6/3/2003
Accuride Corporation	Electroless Process for Treating Metallic Surfaces and Products Formed Thereby	8/2/2002	10/211051	6761934	7/13/2004
Accuride Corporation	Electrolytic and Electroless Process for Treating Metallic Surfaces and Products Formed Thereby	8/2/2002	10/211029	6753039	6/22/2004
Accuride Corporation	Electrolytic Process for Forming a Mineral	8/6/1999	09/369780	6153080	11/28/2000
Accuride Corporation	Electrolytic Process for Forming a Mineral	3/22/2000	09/532982	6322687	11/27/2001
Accuride Corporation	Energy Enhanced Process for Treating a Conductive Surface and Products Formed Thereby	3/22/2001	09/814641	6599643	7/29/2003
Accuride Corporation	Energy Enhanced Process for Treating a Conductive Surface and Products Formed Thereby	3/3/2003	10/378983	6994779	2/7/2006
Accuride Corporation	Front Face of Vehicle Wheel	3/12/2010	29/357554	D651954	1/10/2012
Accuride Corporation	Front Face of Vehicle Wheel	3/12/2010	29/357555	D651955	1/10/2012
Accuride Corporation	Front Face of Vehicle Wheel	3/12/2010	29/357556	D663245	7/10/2012
Accuride Corporation	Front Face of Vehicle Wheel	3/12/2010	29/357557	D663246	7/10/2012
Accuride Corporation	Method of Making a Vehicle Wheel	6/15/1998	09/097781	6029351	2/29/2000

Registered Owner/ Grantor	Title	Date Filed	Application No.	Patent/ Registration No.	Grant Date
Accuride Corporation	Method of Manufacturing a Full Face Steel Vehicle Wheel	11/10/1998	09/189816	6073347	6/13/2000
Accuride Corporation	Full Faced Steel Vehicle Wheel & Method of Manufacture	2/22/2000	09/510060	6193321	2/27/2001
Accuride Corporation	Method for Treating Metallic Surfaces and Products Formed Thereby	2/5/2003	10/359402	6866896	3/15/2005
Accuride Corporation	Non-Chromium Containing Black Multi-Layer Coatings	10/26/2007	11/925319	7541095	6/2/2009
Accuride Corporation	Process for Treating A Conductive Surface and Products Formed Thereby	8/2/2002	10/211094	6911139	6/28/2005
Accuride Corporation	Tire Inflation Apparatus	3/16/2015	14/428597	9434218	9/6/2016
Accuride Corporation	Vehicle Wheel	3/11/2003	29/177502	D502908	3/15/2005
Accuride Corporation	Vehicle Wheel	3/11/2003	29/177546	D504378	4/26/2005
Accuride Corporation	Vehicle Wheel	3/11/2003	29/177547	D521918	5/30/2006
Accuride Corporation	Vehicle Wheel	3/11/2003	29/177548	D521919	5/30/2006
Accuride Corporation	Vehicle Wheel (US Design 40372)	7/16/2010	29/365893	D662018	6/19/2012
Accuride Corporation	Vehicle Wheel (5 spoke fl. star w/web)	7/16/2010	29/365895	D662019	6/19/2012
Accuride Corporation	Vehicle Wheel (5 spoke fl. Star w/o web)	7/16/2010	29/365897	D662020	6/19/2012
Accuride Corporation	Vehicle Wheel (5 spoke trapezoid)	7/16/2010	29/365898	D662021	6/19/2012
Accuride Corporation	Vehicle Wheel (5 slanted spoke w/bevel)	7/16/2010	29/365900	D662022	6/19/2012
Accuride Corporation	Vehicle Wheel (7 non-dir. spoke w/bevel)	7/16/2010	29/365901	D662023	6/19/2012
Accuride Corporation	Vehicle Wheel (10 dir. Spoke w/bevel)	7/16/2010	29/365902	D662024	6/19/2012
Accuride Corporation	Vehicle Wheel Assemblies & Valves for Use with a Central Tire Inflation System	3/10/2010	12/721367	8931534	1/13/2015
Accuride EMI, LLC	Wheel Mounting Sleeve	7/8/2010	12/832362	8308247	11/13/2012
Gunit Corporation	Automatic Slack Adjuster	8/26/2015	14/770770		
Gunit Corporation	Brake Rotor Assembly	9/4/2012	13/602963		

Registered Owner/ Grantor	Title	Date Filed	Application No.	Patent/ Registration No.	Grant Date
Gunit Corporation	Brake Rotor Assembly	10/21/2015	14/919213		
Gunit Corporation	Ceramic Article	7/17/2008	12/174982	8153541	4/10/2012
Gunit Corporation	Ceramic Article	4/10/2012	13/443292	8455379	6/4/2013
Gunit Corporation	Disk Brake Hub Assembly	3/31/2011	13/077883		
Gunit Corporation	Disk Brake Hub Assembly	3/30/2012	13/436422		
Gunit Corporation	Disk Brake Hub Assembly	3/30/2012	13/436437	8950556	2/10/2015
Gunit Corporation	Disk Brake Hub Assembly	3/30/2012	13/436443		
Gunit Corporation	Disk Brake Hub Assembly	9/10/2014	14/482849		
Gunit Corporation	Exciter Ring for a Brake Rotor	10/29/2004	10/977020	7219778	5/22/2007
Gunit Corporation	High Tensile Strength Gray Iron Alloy	10/10/2003	10/685097	7163594	1/16/2007
Gunit Corporation	Improved Brake Drum Mounting	1/12/1998	09/005462	5890567	4/6/1999
Gunit Corporation	Manufacturing Apparatus and Method of Forming a Preform	5/31/2011	13/149292	9283734	3/15/2016
Gunit Corporation	Method of Manufacturing a Metal Matrix Composite	7/17/2008	12/174986	7793703	9/14/2010
Gunit Corporation	Metal Matrix Composite	9/28/2015	14/867440		
Gunit Corporation	Method of Manufacturing a Metal Matrix Composite	9/14/2010	12/882159	8016018	9/13/2011
Gunit Corporation	Method of Manufacturing a Metal Matrix Composite	9/13/2011	13/231374	8550145	10/8/2013
Gunit Corporation	Method of Manufacturing a Metal Matrix Composite	6/24/2013	13/925588	9145938	9/29/2015
Gunit Corporation	Outboard Ribbed Wheel Hub	11/1/2000	09/703995	6612657	9/2/2003
Gunit Corporation	Outboard Ribbed Wheel Hub	7/21/2003	10/624164	6866345	3/15/2005
Gunit Corporation	Seal for a Bearing Assembly	8/4/2004	10/910832	7121728	10/17/2006
Gunit Corporation	Two-component Wheel Hub	12/12/2003	10/735236	7281769	10/16/2007
Gunit Corporation	Wheel Assembly	3/14/2013	61/781699		
Gunit Corporation	Wheel Hub Pilot Protector	5/14/2003	10/438148	7159697	1/9/2007

Registered Owner/ Grantor	Title	Date Filed	Application No.	Patent/ Registration No.	Grant Date
Gunite Corporation	Wheel Hub Shipping Retainer System	5/30/2006	11/420955	7690505	4/6/2010
Gunite Corporation	Brake Rotor Assembly	10/21/2015	14/919213		