

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4184054

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NEENAH FOUNDRY COMPANY	12/08/2016

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 S. WACKER DRIVE
Internal Address:	26TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D682445
Patent Number:	D682444
Patent Number:	D687970
Patent Number:	D687971
Patent Number:	6764261
Patent Number:	7244075
Patent Number:	7484908
Patent Number:	7712995
Patent Number:	7891904
Patent Number:	8794865
Patent Number:	9416516
Application Number:	14831406
Application Number:	15267903
Application Number:	15268015

CORRESPONDENCE DATA

Fax Number: (704)444-1111

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: 704-444-1000

PATENT

Email: kim.shaul@alston.com
Correspondent Name: ALSTON & BIRD LLP
Address Line 1: BANK OF AMERICA PLAZA
Address Line 2: 101 SOUTH TRYON STREET, SUITE 4000
Address Line 4: CHARLOTTE, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER: 012134/476572

NAME OF SUBMITTER: MICHELE M. GLESSNER

SIGNATURE: /MICHELE M. GLESSNER/

DATE SIGNED: 12/14/2016

Total Attachments: 6

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PATENT SECURITY AGREEMENT

(Neenah Foundry Company)

THIS PATENT SECURITY AGREEMENT dated as of December 8, 2016, is made by NEENAH FOUNDRY COMPANY, a Delaware corporation, with its chief executive office at 2121 Brooks Avenue, Neenah, WI 54956 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with its address at 10 S. Wacker Drive, 26th Floor, Chicago, IL 60606 ("Wells Fargo"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Revolving Credit Agreement, dated as of December 8, 2016 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among NEENAH FOUNDRY COMPANY, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and Wells Fargo, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Revolving Credit Guaranty and Security Agreement, dated as of April 26, 2013, in favor of Agent, as successor in interest to General Electric Capital Corporation (as such agreement may be amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than the Grantor); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the

Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Intercreditor Agreement. This Patent Security Agreement is subject to the provisions of the Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the 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.

NEENAH FOUNDRY COMPANY,
as Grantor

By: 
Name: Thomas J. Jordan
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: David Wisniewski
Title: VP

NEENAH FOUNDRY COMPANY
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

PATENT
REEL: 040729 FRAME: 0440

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Country	Title	Application Number	Patent Number	Grant Date
US	FRAME AND CURB BOX	29/429592	D682445	5/14/2013
US	FRAME AND CURB BOX	29/429589	D682444	5/14/2013
US	INTEGRATED FRAME AND CURB BOX	29/440894	D687970	8/13/2013
US	INTEGRATED FRAME AND CURB BOX	29/440899	D687971	8/13/2013
US	LOCKING DEVICE AND METHOD FOR CATCH BASIN AND MANHOLE COVERS, AND THE LIKE	10/295007	6764261	7/20/2004
US	TELESCOPING BOLLARD WITH SCREW DRIVE	11/197693	7244075	7/17/2007
US	MANHOLE COVER SECURITY LOCK WITH CONTROLLED PRESSURE RELEASE	11/761711	7484908	2/3/2009
US	METHOD OF CONTROLLABLY VENTING GASES GENERATED BY EXPLOSIONS IN A MANHOLE SPACE	12/357525	7712995	5/11/2010
US	MANHOLE COVER STOP MECHANISM	12/482830	7891904	2/22/2011
US	BOLLARD ASSEMBLY	11/880758	8794865	8/5/2014
US	PRESSURE RESPONSIVE LOCKING LATCH ARRANGEMENT FOR	14/625766	9416516	8/16/2016

	MANHOLE COVERS			
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2. PATENT APPLICATIONS

Country	Title	Application Number
US	CONTROLLED PRESSURE RELEASE MANHOLE COVER ASSEMBLY	14/831406
US	Manhole Cover Assembly	15/267,903
US	Manhole Cover Assembly	15/268,015

3. IP LICENSES

None.