

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4272337

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GT TECHNOLOGIES, INC.	02/03/2017
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	2600 WEST BIG BEAVER ROAD	
City:	TROY	
State/Country:	MICHIGAN	
Postal Code:	48084	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	62429142	
Patent Number:	9482120	
Patent Number:	9157340	
Application Number:	14843258	
Application Number:	14843287	
Application Number:	15065644	
Application Number:	15153795	
Application Number:	15200092	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	evoorheis@mcguirewoods.com	
Correspondent Name:	EMILY S. VOORHEIS	
Address Line 1:	800 EAST CANAL STREET	
Address Line 2:	GATEWAY PLAZA	
Address Line 4:	RICHMOND, VIRGINIA 23219	
ATTORNEY DOCKET NUMBER:	2068279-5053	
NAME OF SUBMITTER:	EMILY S. VOORHEIS	
SIGNATURE:	/Emily S. Voorheis/	

DATE SIGNED:	02/13/2017
Total Attachments: 5 source=Active_86750243_2_BABC - GT Technologies - Patent Security Agreement EXECUTED#page1.tif source=Active_86750243_2_BABC - GT Technologies - Patent Security Agreement EXECUTED#page2.tif source=Active_86750243_2_BABC - GT Technologies - Patent Security Agreement EXECUTED#page3.tif source=Active_86750243_2_BABC - GT Technologies - Patent Security Agreement EXECUTED#page4.tif source=Active_86750243_2_BABC - GT Technologies - Patent Security Agreement EXECUTED#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** is dated as of February 3, 2017 (this "Agreement"), among **GT TECHNOLOGIES, INC.**, a Delaware corporation ("GT Technologies" or "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Secured Parties in connection with the Loan Agreement described below ("Agent").

This Agreement refers to a Loan and Security Agreement, dated as of February 3, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among GT Tech I LLC, a Delaware limited liability company, ASP GT Investco Sub1 LLC, a Delaware limited liability company, and the other Persons party thereto from time to time as borrowers (collectively, "Borrowers" and each individually, a "Borrower"), GT Technologies, GT Technologies Holdings Inc., a Delaware corporation ("Parent"), GT Technologies Marketing LLC, a Delaware limited liability company, the financial institutions party thereto from time to time as lenders, and Agent, pursuant to which Borrowers are indebted to Agent and the Secured Parties. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement.

Pursuant to the Loan Agreement, Grantor has agreed to execute and deliver this Agreement.

To induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Patents.** Schedule 1 sets forth all of Grantor's patents, applications for patent, continuations, divisions, and continuations-in-part of any of the foregoing, all registrations thereof (if any), all registration applications filed in connection therewith in the United States Patent and Trademark Office, and all renewals thereof (collectively, "U.S. Patents"), and Grantor hereby pledges and grants to Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title, and interest in, to, and under all of its U.S. Patents and all income, royalties, and payments accrued, due or payable now or thereafter, and proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest under this Agreement is granted in conjunction with the security interest granted to Agent under the Loan Agreement, and Grantor acknowledges that the rights and remedies of Agent with respect to the security interest in the U.S. Patents granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. If any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.**

4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, this Patent Security Agreement has been executed and delivered as of the date set forth above.

GT TECHNOLOGIES, INC.,
as Grantor

By: 

Name: John Cattell

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name: Steve Siravo

Title: Senior Vice President

IN WITNESS WHEREOF, this Patent Security Agreement has been executed and delivered as of the date set forth above.

GT TECHNOLOGIES, INC.,
as Grantor

By: _____
Name: John Cattell
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: Steve W. Siravo
Name: Steve Siravo
Title: Senior Vice President

SCHEDULE 1
to
Patent Security Agreement

U.S. PATENT REGISTRATIONS AND PATENT APPLICATIONS

Grantor: GT Technologies, Inc., a Delaware corporation

United States Patent Applications:

OWNER	COUNTRY	PATENT STATUS	TITLE	APP NO.	DATE FILED	PATENT NO.
GT Technologies, Inc.	US	Pending	FINGER FOLLOWER ASSEMBLY FOR USE IN A VALVETRAIN OF AN INTERNAL COMBUSTION ENGINE	62/429,142	12/2/16	N/A
GT Technologies, Inc.	US	Issued	<u>RETENTION DEVICE FOR VALVE ACTUATING MECHANISM</u>	14/220,191	3/20/14	9,482,120
GT Technologies, Inc.	US	Issued	<u>DUAL FEED HYDRAULIC LASH ADJUSTER FOR VALVE ACTUATING MECHANISM</u>	14/220,227	3/20/14	9,157,340
GT Technologies, Inc.	US	Pending	<u>ROCKER ARM ASSEMBLY AND VALVETRAIN ASSEMBLY INCORPORATING THE SAME</u>	14/843,258	9/2/15	N/A
GT Technologies, Inc.	US	Pending	VALVETRAIN ASSEMBLY	14/843,287	9/2/15	N/A
GT Technologies, Inc.	US	Pending	<u>ROCKER ARM ASSEMBLY FOR USE IN A VALVETRAIN OF A CYLINDER HEAD OF AN INTERNAL COMBUSTION ENGINE</u>	15/065,644	3/9/16	N/A

OWNER	COUNTRY	PATENT STATUS	TITLE	APP NO.	DATE FILED	PATENT NO.
GT Technologies, Inc.	US	Pending	LOCATOR FOR USE IN A VALVETRAIN OF A CYLINDER HEAD OF AN INTERNAL COMBUSTION ENGINE	15/153,795	5/13/2016	N/A
GT Technologies, Inc.	US	Unfiled	ROCKER ARM ASSEMBLY FOR USE IN A VALVETRAIN OF A CYLINDER HEAD OF AN INTERNAL COMBUSTION ENGINE			N/A
GT Technologies, Inc.	US	Pending	TAPPET ASSEMBLY FOR USE IN AN INTERNAL COMBUSTION ENGINE HIGH-PRESSURE FUEL SYSTEM	15/200,092	7/1/2016	N/A

Schedule 1

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RECORDED: 02/13/2017

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REEL: 041241 FRAME: 0798