

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
GP STRATEGIES CORPORATION A DELAWARE CORPORATION		12/15/2016
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	7 SAINT PAUL STREET, 3RD FLOOR	
Internal Address:	MAC R1230-037	
City:	BALTIMORE	
State/Country:	MARYLAND	
Postal Code:	21202	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	9163785	
Patent Number:	9316215	
Patent Number:	9267645	
Patent Number:	9052065	
Application Number:	13358262	
Application Number:	61669337	
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:	michael.barys@thomsonreuters.com	
Correspondent Name:	TONYA GILBERT	
Address Line 1:	4400 EASTON COMMONS WAY SUITE 1	
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NAME OF SUBMITTER:	TONYA GILBERT	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	01/05/2017	
Total Attachments: 6		

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is entered into as of December 15, 2016 by GP Strategies Corporation, a Delaware corporation (the "US Borrower"), in favor of Wells Fargo Bank, National Association (the "Lender").

RECITALS:

WHEREAS, the US Borrower, the UK Borrowers and the Lender will execute and deliver the Fifth Amended and Restated Financing and Security Agreement dated as of even date herewith (as it may be amended, restated or otherwise modified from time to time, the "Financing Agreement"), pursuant to which the US Borrower grants a security interest in certain of its assets (including Patents) for the Obligations described therein;

WHEREAS, the US Borrower is entering into this Agreement to confirm and ratify its grant to the Lender of a continuing security interest in the Patent Collateral (as defined below) pursuant to the Financing Agreement; and

WHEREAS, it is a condition precedent to the Lender's obligation to extend the Credit Facilities under the Financing Agreement that US Borrower enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and the commitments and agreements of Lender in the Financing Agreement, the parties hereto agree as follows:

AGREEMENT:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the US Borrower hereby confirms the its grant of a security interest in the Patent Collateral (as defined below) pursuant to, and as defined in, the Financing Agreement and, without limiting such grant, hereby pledges and grants to the Lender, to secure the prompt and complete payment and performance of the Obligations (as defined in the Financing Agreement), a continuing first priority security interest in and to all right, title and interest of the US Borrower in and to any and all of the following, whether now or hereafter existing or acquired (the "Patent Collateral"):

(a) all letters patent and applications for letters patent in the United States of America, including all patent applications in preparation for filing in the United States of America and including each patent and patent application referred to in Exhibit A hereto;

(b) all patent licenses, including each patent license referred to in Exhibit A hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Exhibit A hereto, and for breach or enforcement of any patent license, including any patent license referred to in Exhibit A hereto, and all rights corresponding thereto in the United States of America.

3. License. Following the occurrence and during the continuance of an Event of Default, the US Borrower hereby (i) grants to the Lender, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the US Borrower) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by the US Borrower, and wherever the same may be located, and (ii) irrevocably agrees that the Lender may sell or assign any of the Patent Collateral to any person in accordance with the enforcement of the Lender's rights and remedies under this Financing Agreement.

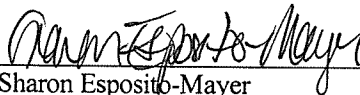
4. Financing Agreement. This Agreement has been executed and delivered by the US Borrower for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Patent Collateral to the Lender under the Financing Agreement, and registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Financing Agreement. The Financing Agreement and all rights and remedies of the Lender thereunder shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Financing Agreement, the provisions of the Financing Agreement shall control.

5. Termination. This Agreement shall automatically terminate, without any further action by any party, upon payment in full of the Obligations (other than the Outstanding Letter of Credit Obligations), the payment in full, termination or cash collateralization (pursuant to the terms of the Financing Agreement) of the Outstanding Letter of Credit Obligations and the termination of the Lender's Commitments under the Financing Agreement.

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IN WITNESS WHEREOF, the US Borrower has executed this Agreement as of the date first above written.

GP STRATEGIES CORPORATION

By:  (Seal)
Sharon Esposito-Mayer
Executive Vice President and
Chief Financial Officer

[signature page to Patent Security Agreement]

Exhibit A
to
Patent Security Agreement

<u>Issues Patents</u>			
<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
USA	9,163,785	October 20, 2015	Pumpless Fluid Dispenser
USA	9,316,215	April 19, 2016	Multiple Pump System
USA	9,267,645	February 23, 2016	Pumpless Fluid Dispenser
USA	9,052,065	June 9, 2015	Liquid Dispenser

<u>Pending Patent Applications</u>			
<u>Country</u>	<u>Application No.</u>	<u>Issue Date</u>	<u>Description</u>
USA	13/358,262		Outcome/Experience and Knowledge Mapping
USA	61/669,337		Fuel Tank Partition