

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4337125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SUPERIOR INDUSTRIES INTERNATIONAL, INC.	03/22/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	388 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14525300
Application Number:	14805999
Application Number:	15422627
Application Number:	15349761
Application Number:	29593357
Application Number:	62345185
Application Number:	62434709
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)751-4864
<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>	
<b>Phone:</b>	212-906-1216
<b>Email:</b>	angela.amaru@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
<b>Address Line 1:</b>	885 THIRD AVENUE
<b>Address Line 2:</b>	SUITE 1000
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0201
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	03/27/2017

PATENT

**Total Attachments: 5**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of March 22, 2017, by and among **SUPERIOR INDUSTRIES INTERNATIONAL, INC.** (“Grantor”) and **CITIBANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

### **WITNESSETH:**

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of March 22, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral 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 the Patents of Grantor, including those listed on Schedule I attached hereto (collectively, the “Patent Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement in accordance with the terms of the Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, 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.

**SUPERIOR INDUSTRIES INTERNATIONAL,  
INC.**

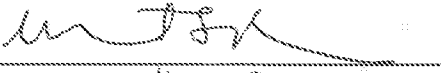
By: Kerry A. Shiba

Name: Kerry A. Shiba

Title: VP, Chief Financial Officer, & Secretary

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By: 

Name: *Matthew Burke*  
Title: *Managing Director & Vice President*

[Signature Page to Patent Security Agreement]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

PATENT COLLATERAL

**UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:**

<u>Title</u>	<u>Application No.</u>	<u>Owner</u>
APPARATUS AND METHOD FOR MACHINING A WORKPIECE	US14525300A	Superior Industries International, Inc.
CAST ALUMINUM WHEEL - ALULITE	US14805999A	Superior Industries International, Inc.
HYBRID COMPOSITE WHEEL	15/422627	Superior Industries International, Inc.
METHOD OF COATING A CAST ALLOY WHEEL PROVIDING A TWO-TONE APPEARANCE	15/349761	Superior Industries International, Inc.
WHEEL - DESIGN APPLICATION	29/593357	Superior Industries International, Inc.
FIXTURE AND METHOD OF TESTING VEHICLE WHEEL VIBRATION	62/345185	Superior Industries International, Inc.
ALLOY COMPOSITE ROAD WHEEL FOR A VEHICLE	62/434709	Superior Industries International, Inc.