

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4416414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AP EMISSIONS TECHNOLOGIES, LLC	05/10/2017
CWD, LLC	05/10/2017
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD, SUITE 1600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6305509
Patent Number:	6357561
Patent Number:	6302243
Patent Number:	6796405
Patent Number:	7380645
Patent Number:	8733518
Patent Number:	8776956
Patent Number:	6341664
Patent Number:	5936210
Application Number:	14301971
Application Number:	15448456
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:	kansley@stradley.com
Correspondent Name:	KAREEM ANSLEY
Address Line 1:	STRADLEY RONON
Address Line 2:	100 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017

PATENT

NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	05/16/2017
Total Attachments: 5 source=ABL Patent Security Agreement EXECUTED#page1.tif source=ABL Patent Security Agreement EXECUTED#page2.tif source=ABL Patent Security Agreement EXECUTED#page3.tif source=ABL Patent Security Agreement EXECUTED#page4.tif source=ABL Patent Security Agreement EXECUTED#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 10, 2017, is made by the Grantors (as identified below), in favor of Wells Fargo Bank, National Association, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, AP EMISSIONS TECHNOLOGIES, LLC, a Delaware limited liability company, and **CWD, LLC** a California limited liability company, (each a “Grantor” and collectively “Grantors”), owns the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a ABL Security Agreement dated as of May 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”): all Patents (as defined in the Security Agreement) owned by Grantor (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Patent Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Patent Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

Reference is made to the ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the ABL Intercreditor Agreement, this Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the ABL Intercreditor Agreement shall govern.

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

AP EMISSIONS TECHNOLOGIES, LLC
CWD, LLC

By: 


Name: Ronald Klump

Title: Secretary

[Signature Page to ABL Patent Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: ERICA GENTILI
Title: Authorized Signatory

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 042395 FRAME: 0006

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

US Patents Issued:

Owner	Title	Patent No.	Issue Date
CWD, LLC	"METHOD AND APPARATUS FOR ENHANCING VEHICLE BRAKING EFFICIENCY"	6,305,509	10/23/01
CWD, LLC	"THERMAL EXPANSION BUSHING IN A METAL MATRIX COMPOSITE ROTOR"	6,357,561	03/19/02
CWD, LLC	"STIFFENING BRACKET FOR BRAKE CALIPERS"	6,302,243	10/16/01
CWD, LLC	"VENTILATED BRAKE ROTOR"	6,796,405	09/28/04
CWD, LLC	"AERODYNAMIC STANDOFFS TO AIR COOL DISC TYPE AUTO BRAKE ROTORS"	7,380,645	06/03/08
CWD, LLC	"DRIVE PIN ASSEMBLY"	8,733,518	05/27/14
CWD, LLC	"BRAKE PISTONS AND PISTON NOSES"	8,776,956	07/15/14
AP Emissions Technologies, LLC	Exhaust Muffler with Stamp Formed Internal Assembly	6,341,664	1/29/2002
AP Emissions Technologies, LLC	High Performance Muffler	5,936,210	8/10/1999

US Patents Pending:

Owner	Title	Appl. No.	Appl. Date
CWD, LLC	"BRAKE PISTONS AND PISTON NOSES"	14/301971	06/11/14
CWD, LLC	"MATERIAL FOR BRAKE PADS, BRAKE PADS INCORPORATING THE SAME, AND METHODS OF MAKING SUCH MATERIAL AND BRAKE PADS"	15/448,456	3/02/17