

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5056160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
RA ETS SCHAEFER, LLC	05/31/2018

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON ST. , 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6609908
Patent Number:	6920731

CORRESPONDENCE DATA

Fax Number: (714)755-8290
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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	059456-0004
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	07/18/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of May, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CORTLAND CAPITAL MARKET SERVICES LLC** ("Cortland"), in its capacity as administrative agent and collateral agent for the Holders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), by and among RA Intermediate, Inc., a Delaware corporation ("Holdings"), RA Acquisition Purchaser LLC, a Delaware limited liability company (the "Company"), RA Recycling, LLC, a Delaware limited liability company ("RA Recycling"), RA Specialty Products, LLC, a Delaware limited liability company ("RA Specialty"), RA Specification, LLC, a Delaware limited liability company ("RA Specification"), RA ETS Schaefer, LLC, a Delaware limited liability company ("ETS"), the purchasers party thereto as "Purchasers" (each of such Purchasers, together with its successors and assigns, is referred to hereinafter as a "Purchaser") and Agent, the Holders have agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Holders are willing to make the financial accommodations to Borrowers as provided for in the Note Purchase Agreement and the other Note Purchase Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for its benefit and the benefit of the Holders, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for its benefit and the benefit of the Holders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for its benefit and the benefit each Holder, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I;
- (b) all continuations, divisionals, continuations-in-part, reexaminations, reissues, and renewals thereof and improvements thereon; and
- (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and

payments for past, present or future infringements thereof; the right to sue for past, present and future infringements thereof; and all of each Grantor's rights corresponding thereto throughout the world.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Holders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement is a Note Purchase Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.


6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


RA ETS SCHAEFER, LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

RA SPECIALTY PRODUCTS, LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

RA RECYCLING, LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: _____
Name:
Title: Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

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By: _____
Name: Matthew Manning
Title: President and Treasurer

RA SPECIALTY PRODUCTS, LLC

By: _____
Name: Matthew Manning
Title: President and Treasurer

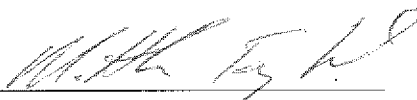
RA RECYCLING, LLC

By: _____
Name: Matthew Manning
Title: President and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: 
Name: _____
Title: Its Authorized Signatory

Matthew Trybula
Associate Counsel

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
RA Recycling, LLC	6213763	Door assembly for rotary furnace
RA Recycling, LLC	6435864	Door assembly for rotary furnace
RA Recycling, LLC	6530779	Door assembly for rotary furnace
RA Recycling, LLC	6705858	Door assembly for rotary furnace
RA Specialty Products, LLC	6110434	Recovery of products from non-metallic products derived from aluminum dross
RA ETS Schaefer, LLC	6609908	Replaceable heater cover
RA ETS Schaefer, LLC	6920731	Insulated structure

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
None.		