

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5164343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHIPSTON ALUMINUM TECHNOLOGIES (MICHIGAN), INC. (DBA BUSCHE ALUMINUM TECHNOLOGIES FRUITPORT)	09/28/2018
RECEIVING PARTY DATA	
Name:	TCW ASSET MANAGEMENT COMPANY LLC
Street Address:	200 CLARENDON STREET
Internal Address:	51ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	6902696
Patent Number:	7037462
Patent Number:	7087125
Patent Number:	7407068
Patent Number:	7914021
Patent Number:	8066936
Patent Number:	8083871
Patent Number:	8109528
Patent Number:	8485401
Patent Number:	8721811
Patent Number:	9132479
Patent Number:	9353430
Patent Number:	9643246
Application Number:	15139241
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<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>	

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP
Address Line 1: 919 THIRD AVENUE
Address Line 2: 19TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	059182-0078
--------------------------------	-------------

NAME OF SUBMITTER:	SCOTT KAREFF (059182-0078)
---------------------------	----------------------------

SIGNATURE:	/kc for sk/
-------------------	-------------

DATE SIGNED:	09/28/2018
---------------------	------------

Total Attachments: 7

source=Shipston - Patent Security Agreement (Term Loan)#page1.tif
source=Shipston - Patent Security Agreement (Term Loan)#page2.tif
source=Shipston - Patent Security Agreement (Term Loan)#page3.tif
source=Shipston - Patent Security Agreement (Term Loan)#page4.tif
source=Shipston - Patent Security Agreement (Term Loan)#page5.tif
source=Shipston - Patent Security Agreement (Term Loan)#page6.tif
source=Shipston - Patent Security Agreement (Term Loan)#page7.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28th day of September, 2018, by and between the Grantor listed on the signature pages hereof ("Grantor"), and **TCW ASSET MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("TCW"), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among SHIPSTON EQUITY HOLDINGS, LLC, a Delaware limited liability company ("Parent"), SHIPSTON GROUP INTERNATIONAL, INC., a Delaware corporation ("Intermediate Parent"), SHIPSTON GROUP U.S., INC., a Delaware corporation ("Shipston"), the Subsidiaries of Shipston identified on the signature pages thereto as "Borrowers" and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders identified on the signature pages thereto (each of such lenders, together with its successors and permitted assigns, a "Lender"), Agent, TCW, as lead arranger (in such capacity, together with its successors and permitted assigns in such capacity, the "Lead Arranger"), and TCW, as book runner (in such capacity, together with its successors and permitted assigns in such capacity, the "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of September 28, 2018 (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, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, 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, 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 Credit 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. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of 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 and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

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 Grantor, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving 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 the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. 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. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending

Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan 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.

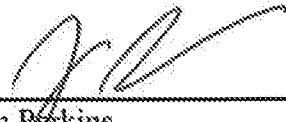
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS 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:


**SHIPSTON ALUMINUM TECHNOLOGIES
(MICHIGAN), INC.** (dba Busche Aluminum
Technologies Fruitport)

By: 
Name: Joseph Perkins
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TCW ASSET MANAGEMENT COMPANY LLC,
a Delaware limited liability company

By: 
Name: Suzanne Grosso
Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Patent No.	Issue Date
Shipston Aluminum Technologies (Michigan), Inc.	United States	OVERFLOW TRANSFER FURNACE AND CONTROL SYSTEM FOR REDUCED OXIDE PRODUCTION IN A CASTING FURNACE	6902696	6/7/05
Shipston Aluminum Technologies (Michigan), Inc.	United States	OVERFLOW TRANSFER FURNACE AND CONTROL SYSTEM FOR REDUCED OXIDE PRODUCTION IN A CASTING FURNACE	7037462	5/2/06
Shipston Aluminum Technologies (Michigan), Inc.	United States	ALUMINUM ALLOY FOR PRODUCING HIGH PERFORMANCE SHAPED CASTINGS	7087125	8/8/06
Shipston Aluminum Technologies (Michigan), Inc.	United States	COMPLIANT FILL TUBE ASSEMBLY, FILL TUBE THEREFOR AND METHOD OF USE	7407068	8/5/08
Shipston Aluminum Technologies (Michigan), Inc.	United States	OFFSET SUSPENSION BUSHING	7914021	3/29/11
Shipston Aluminum Technologies (Michigan), Inc.	United States	COMPLAINT FILL TUBE ASSEMBLY, FILL TUBE THEREFORE AND METHOD OF USE	8066936	11/29/11
Shipston Aluminum Technologies (Michigan), Inc.	United States	HIGH CRASHWORTHINESS AL-SI-MG ALLOY AND METHODS FOR PRODUCING AUTOMOTIVE CASTING	8083871	12/27/11

Shipston Aluminum Technologies (Michigan), Inc.	United States	SERVICE LOAD BEARING ASSEMBLY FOR SPREADING OUT HIGH INDUCED STRESSES	8109528	2/7/12
Shipston Aluminum Technologies (Michigan), Inc.	United States	METHOD OF AVOIDING LEAKAGE AT A FILL-TUBE JOINT OF A CASTING ASSEMBLY	8485401	7/16/13
Shipston Aluminum Technologies (Michigan), Inc.	United States	METHOD OF CREATING A CAST AUTOMOTIVE PRODUCT HAVING AN IMPROVED CRITICAL FRACTURE STRAIN	8721811	5/13/14
Shipston Aluminum Technologies (Michigan), Inc.	United States	ASSEMBLY FOR TRANSFERRING A MOLTEN METAL THROUGH A JOINT	9132479	9/15/15
Shipston Aluminum Technologies (Michigan), Inc.	United States	LIGHTWEIGHT, CRASH-SENSITIVE AUTOMOTIVE COMPONENT	9353430	5/31/16
Shipston Aluminum Technologies (Michigan), Inc.	United States	REVERSE CASTING PROCESS	9643246	5/9/17
Shipston Aluminum Technologies (Michigan), Inc.	United States	LIGHTWEIGHT, CRASH-SENSITIVE AUTOMOTIVE COMPONENT	15139241 (application number)	4/26/16 (filing date)

Patent Licenses

None.