

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5341944

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (SECOND LIEN)	
CONVEYING PARTY DATA		
	Name	Execution Date
	LTR PRODUCTS, LLC	11/01/2018
RECEIVING PARTY DATA		
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS COLLATERAL AGENT	
Street Address:	500 ROSS STREET, 12TH FLOOR	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15262	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D735365
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	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:	060803-0004	
NAME OF SUBMITTER:	ANNA T KWAN	
SIGNATURE:	/atk/	
DATE SIGNED:	01/24/2019	
Total Attachments: 4		
source=Liberty Tire - Patent Security Agreement - Notes#page1.tif		
source=Liberty Tire - Patent Security Agreement - Notes#page2.tif		
source=Liberty Tire - Patent Security Agreement - Notes#page3.tif		
source=Liberty Tire - Patent Security Agreement - Notes#page4.tif		

THE LIENS AND SECURITY INTEREST GRANTED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 29, 2017 AMONG PNC BANK, NATIONAL ASSOCIATION, AS ABL AGENT, HPS INVESTMENT PARTNERS, LLC, AS TERM AGENT, AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS SECOND LIEN NOTES TRUSTEE.

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS
(SECOND LIEN)

November 1, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LTR Products, LLC, a Delaware limited liability company (the “**Grantor**”), hereby grants to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (the “**Grantee**”) a continuing security interest in all of the Grantor's right, title and interest in, to and under (i) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, as set forth on Schedule A hereto (the “**Patents**”) (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of the Patents, (iii) all rights corresponding to the Patents throughout the world, (iv) all inventions and improvements described in the Patents, (v) all rights to sue for past, present and future infringements or violations of the Patents, (vi) all licenses, claims, damages, and proceeds of suit arising from the Patents and (vii) all Proceeds (as defined in the Security Agreement, defined below) of the Patents, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

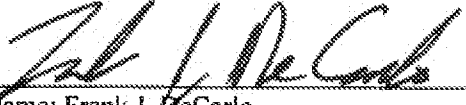
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 29, 2017 (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”). Upon the occurrence of any termination, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

LTR PRODUCTS, LLC

By: 
Name: Frank J. DeCarlo
Title: Secretary

[Patent Security Agreement]

PATENT
REEL: 048140 FRAME: 0360

SECURED PARTY:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
VICE PRESIDENT
Its: _____

[Patent Security Agreement]

PATENT
REEL: 048140 FRAME: 0361

Schedule A

Patents

Patent Number	Status	Expiration Date	Country
D735365	Granted	July 28, 2029	United States