

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5668965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT
<b>SEQUENCE:</b>	2
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STELLAR MATERIALS, LLC	08/13/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	1300 THAMES STREET, 4TH FLOOR, THAMES STREET WHARF
<b>City:</b>	BALTIMORE
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9586866
<b>Patent Number:</b>	9422201
<b>Patent Number:</b>	7503974
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)891-8763
<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>Email:</b>	rhonda.deleon@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	036608-0121
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	08/14/2019
<b>Total Attachments: 5</b>	
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## SECOND LIEN PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of August 13, 2019 (this “**Patent Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (“**Pledgor**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Borrower**”), Ulysses Parent, Inc., a Delaware corporation (“**Holdings**”), the other guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

### W I T N E S S E T H:

WHEREAS, Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which Pledgor 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, Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

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, and Pledgor 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. Recordation. Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic 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 construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Pledgor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

**STELLAR MATERIALS, LLC**, a Delaware  
limited liability company

By: 

Name: Anthony B. Greene

Title: Chief Financial Officer


[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 050057 FRAME: 0851**

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:

  
Name: Robbie Pearson  
Title: Authorized Signatory

By:

\_\_\_\_\_  
Name:  
Title:

[Signature Page to Patent Security Agreement]

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

No.	Title	Jurisdiction	Application No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date
1.	REFRACTORY COMPOSITION AND PROCESS FOR FORMING ARTICLE THEREFROM	U.S.	14/486,051 15-Sep-2014	20160075604 17-Mar-2016  20160236985 18-Aug-2016	9586866 07-Mar-2017
2.	REFRACTORY COMPOSITION AND PROCESS FOR FORMING ARTICLE THEREFROM	U.S.	14/421,477 13-Feb-2015	20150197450 16-Jul-2015	9422201 23-Aug-2016
3.	CEMENTITIOUS MATERIAL	U.S.	11/688,410 20-Mar-2007	20070221099 27-Sep-2007	7503974 17-Mar-2009

United States Patent Applications: None.