

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5808883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
FLEXITALLIC INVESTMENTS, INC.		10/29/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NATIXIS, NEW YORK BRANCH	
<b>Street Address:</b>	1251 AVENUE OF THE AMERICAS	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10020	
<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8876118	
Patent Number:	7204492	
Patent Number:	7321009	
Application Number:	11813764	
Patent Number:	9188227	
Patent Number:	9551422	
Patent Number:	9885435	
Patent Number:	D644721	
Patent Number:	D644720	
Patent Number:	D644722	
Patent Number:	9793556	
Application Number:	15328448	
Application Number:	15575790	
Application Number:	15753923	
Application Number:	16330057	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)838-5109	
<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>Phone:</b>	650-838-3743	

PATENT

<b>Email:</b>	jlik@shearman.com
<b>Correspondent Name:</b>	SOPHIE ZANDER
<b>Address Line 1:</b>	599 LEXINGTON AVENUE
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	33867/21
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<b>NAME OF SUBMITTER:</b>	SOPHIE ZANDER
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<b>SIGNATURE:</b>	/SOPHIE ZANDER/
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<b>DATE SIGNED:</b>	11/04/2019
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**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated October 29, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Natixis, New York Branch, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents and the Pledge and Security Agreement.

WHEREAS, FGI Acquisition Corp., a Delaware corporation, (the “Initial U.S. Borrower”), Novus Finance Ltd, a private limited company formed under the laws of England and Wales and having its registered office Hunsworth Lane, Cleckheaton, United Kingdom, BD19 3UJ with registered number 6537417 (the “Initial UK Borrower”), Societe Industrielle D Equipement Mecanique SIEM, SAS, a société par actions simplifiée formed under the laws of France and having its registered office at 31-33 rue de Mogador, 75009 Paris, France with registered number 552 129 074 RCS Paris (the “Initial French Borrower” and together with the Initial U.S. Borrower and the Initial UK Borrower, the “Initial Borrowers” and each an “Initial Borrower”), The Flexitallic Group SAS, a société par actions simplifiée formed under the laws of France and having its registered office at 31-33 rue de Mogador, 75009 Paris, France with registered number 532 742 699 RCS Paris (“Initial Holdings”), Natixis, New York Branch, as Administrative Agent, Natixis, New York Branch, as Collateral Agent, each lender from time to time party thereto and the other parties party thereto have entered into that certain Credit Agreement dated as of October 29, 2019, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the applicable Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the issued and pending Patents

(as defined in the Pledge and Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

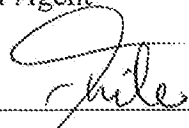
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

FLEXITALLIC INVESTMENTS, INC.

By:   
Name: Gerry Maters  
Title: Director

[Signature page to IP Security Agreement (Flexitallic)]

**NATIXIS, NEW YORK BRANCH,**  
as Collateral Agent

By:   
Name: Urs B. Fischer  
Title: Executive Director

By:   
Name: Hana Beckles  
Title: Director

# SCHEDULE A

## United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. & Registration Date	Status
Flexitallic Investments, Inc.	Gaskets	Priority date January 14, 2000 US 8,876,118 B2, US 7,204,492 B2 JP 5113310 B2 DE 601 11 822 T2 EP 1 247 033 B1 CA 2 396 659 A 1 KR 10-0805787	Granted US Granted US Granted JP Granted DE Granted EP Granted CA Granted KR
Flexitallic Investments, Inc.	Process for the Production of Vermiculite Foil	Priority Date July 5, 2001 US 7,321,009 B2 EP 2 145 933 B1 EP1401986 JP 5086284 KR 10-0910063 BRPI0210836B1	Granted US Granted EP Granted EP Granted JP Granted KR Granted BR
Flexitallic Investments, Inc.	A Gasket Material and Its Process of Production	Priority Date January 11, 2005 EP 1 836 271 B1 BRPI0606714B1 KR 10-1157210 JP 5747059 B2 JP 5666821 B2 JP 5695814 B2 US 11/813764	Granted EP Granted BR Granted KR Granted JP Granted JP Granted JP Pending US
Flexitallic Investments, Inc.	Sealing Arrangements	Priority Date March 2, 2009 US 9,188,227 B2 GB 2468373 KR 101733725 B1 CA 2753752 CN 102341626 B JP 6067660 B2 JP 6195961 B2 ES 2716810 EP 2404086 B1	Granted US Granted GB Granted KR Granted CA Granted CN Granted JP Granted JP Granted ES Granted EP
Flexitallic Investments, Inc.	Gasket	Priority Date December 24, 2009 US 9551422 B2 US 9885435 B2	Granted US Granted US

Registered owner/ Grantor	Patent Title	Patent No. & Registration Date	Status
	(Flange Joint Sealing Gasket)	US D644721 S  EP 2516899 B1 AR 079709 A1	Granted US (Design Patent)  Granted EP  Granted AR
Flexitallic Investments, Inc.	Gasket with a Handle	Priority Date December 22, 2010 D644720	Granted US (Design Patent)
Flexitallic Investments, Inc.	Flange Joint Sealing Gasket with a Handle	Priority Date December 22, 2010 D644722	Granted US (Design Patent)
Flexitallic Investments, Inc.	Gasket for Fuel Cells	Priority Date January 21, 2013 US 9793556 B2 EP 2946427 B1 CN 105051959 JP 6356150 B2 KR 1020150108393A CA 2897879	Granted US Granted EP Granted CN Granted JP Pending KR Pending CA
Flexitallic Investments, Inc.	A Glass Coating Composition	Priority Date July 23, 2014 US 2017/0217829 EP 3186207 A CN 106795038A JP 2017529648 A CA 2955762 A1 KR 1020170033348A	Pending US Pending EP Pending CN Pending JP Pending CA Pending KR
Flexitallic Investments, Inc.	Sealing Material	Priority Date May 20, 2015 WO2016185220A1 US 20180141860 A CA2986317 A1 CN 107980036 A EP 3297970 A1 JP 2018 515664 A KR 1020180011149 A	Pending PCT Pending US Pending CA Pending CN Pending EP Pending JP Pending KR
Flexitallic Investments, Inc.	A Gasket	Priority Date August 17, 2015 WO2017/029241 A1 US 2018/0245693 A1 BR 112018003002 A2 CA 2994350 A1 CN 108474477 A EP 3338010 A1	Pending PCT Pending US Pending BR Pending CA Pending CN Pending EP



Registered owner/ Grantor	Patent Title	Patent No. & Registration Date	Status
		JP 2018 523797 A KR 1020180042349 A	Pending JP Pending KR
Flexitallic Investments, Inc.	Gasket Sealing Material	Priority Date September 2, 2016 WO 2018/042160 A1 US 2019/0229349 A1 CA 3033572 A1 EP 3507529 A1 KR 1020190041508 A	Pending PCT Pending US Pending CA Pending EP Pending KR