

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6071412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SHORT FORM PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TECHNIPLAS, LLC	04/21/2020
NYLONCRAFT, INC.	04/21/2020
RECEIVING PARTY DATA	
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9115677
Patent Number:	10337628
Patent Number:	10286763
Application Number:	16426999
Application Number:	16238326
CORRESPONDENCE DATA	
Fax Number:	(212)836-6337
<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:	2128367319
Email:	paul.somelofske@arnoldporter.com
Correspondent Name:	PAUL J. SOMELOFSKE
Address Line 1:	C/O ARNOLD & PORTER KAYE SCHOLER LLP
Address Line 2:	250 WEST 55TH STREET
Address Line 4:	NEW YORK, NEW YORK 10019-9710
ATTORNEY DOCKET NUMBER:	1103523.00002.05948
NAME OF SUBMITTER:	PAUL J. SOMELOFSKE
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	04/21/2020

Total Attachments: 7

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SHORT FORM PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this “Agreement”), dated as of April 21, 2020, is made by and between Techniplas, LLC, a Delaware limited liability company (the “Borrower”), Nyloncraft, Inc., an Indiana corporation (together with the Borrower, the “Grantors”), and Wilmington Savings Fund Society, FSB, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement (as defined below), as applicable.

WHEREAS, the Borrower, certain Subsidiaries of the Borrower party thereto, the Lenders party thereto, the Collateral Agent and Wilmington Savings Fund Society, FSB, as Administrative Agent, have entered into the Super Senior Secured Credit Agreement, dated as of April 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement, dated as of April 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), in order to secure its obligations under the Credit Agreement, the Notes and the other Credit Documents; and

WHEREAS, under the terms of the Intellectual Property 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 Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 each such Grantor’s right, title and interest in and to the “Collateral” (as defined in the Intellectual Property Security Agreement), including, but not limited to:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;
- (b) all Licenses pertaining to Patents set forth on Schedule A hereto;
- (c) all proceeds and products of any and all of the Patents and all supporting obligations, collateral security and guarantees given by any Person with respect to any Patents and all Licenses pertaining to Patents, respectively; and

(d) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of each such Grantor now or hereafter existing under or in respect of the Credit Documents, 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 Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by each such Grantor to any Secured Party under the Credit Documents 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 Grantor.

SECTION 3. Recordation. This 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 and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property 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 Intellectual Property 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 Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This 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 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 Intellectual Property 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.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TECHNIPLAS, LLC

as a Grantor

By: 

Name: David Knill

Title: Chief Financial Officer and Secretary

NYLONCRAFT, INC.

as Grantor

By: 

Name: David Knill

Title: Secretary

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Collateral Agent

By:



Name: Raye Goldsborough

Title: Assistant Vice President

SCHEDULE I
TO THE
PATENT SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No.	Issue Date	App. No.	App. Date
GM Global Technology Operations LLC and Nyloncraft Incorporated	Proportional flow venturi vacuum system for an internal combustion engine	United States	9115677	2015-08-25	14065787	2013-10-29
Nyloncraft, Inc.	High mass flow check valve aspirator	United States	10337628	2019-07-02	13771553	2013-02-20
Nyloncraft, Inc.	HIGH MASS FLOW CHECK VALVE ASPIRATOR	United States	N/A	N/A	16426999	2019-05-30
Techniplas, LLC	Tonneau cover	United States	10286763	2019-05-14	15856822	2017-12-28
Techniplas, LLC	COMPUTER-BASED PLATFORM FOR MANUFACTURING AS A SERVICE	United States	NA	N/A	16238326	2019-01-02

Licenses Pertaining to Patents

None.