

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6165469

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TRIMAS CORPORATION	06/18/2020
TRIMAS COMPANY LLC	06/18/2020
RAPAK, LLC	06/18/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	8397958
Patent Number:	8820591
Patent Number:	8973789
Patent Number:	10131530
Patent Number:	8091864
Patent Number:	9033311
Patent Number:	7770360
Patent Number:	7757907
Patent Number:	D766083
Patent Number:	D773928
Patent Number:	D846390
Patent Number:	10227167
Patent Number:	10618703
Patent Number:	8083109
Patent Number:	10526190
Application Number:	16204830
Application Number:	16370088
Application Number:	16783917

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CORRESPONDENCE DATA**Fax Number:** (212)455-2502

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.

Phone: (212)455-3346**Email:** ksolomon@stblaw.com**Correspondent Name:** MELANIE JOLSON, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1274
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	06/22/2020

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 18, 2020 (this "Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC (the "Parent Borrower"), the subsidiaries of the Parent Borrower identified on Schedule I hereto (the "Subsidiary Grantors") and, together with Holdings and the Parent Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of October 16, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Credit Agreement"), among Holdings, the Parent Borrower, the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders") and JPMCB, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Parent Borrower, will derive substantial benefits from the extension of credit to the Parent Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on

Schedule II and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms 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.

TRIMAS CORPORATION,

By




Name: Robert J. Zalupski

Title: Chief Financial Officer

TRIMAS COMPANY LLC,

By



Name: Joshua A. Sherbin

Title: Vice President & Secretary

RAPAK, LLC,

By

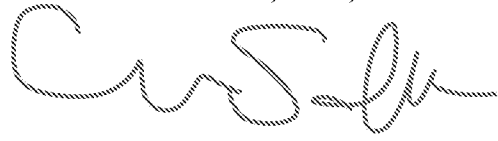


Name: Joshua A. Sherbin

Title: Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Collateral
Agent,

By

A handwritten signature in black ink, appearing to read "C. Salek", written over a horizontal line.

Name: Christopher A. Salek
Title: Vice President

SCHEDULE 1

SUBSIDIARY GRANTORS

Rapak, LLC

PATENTS**I. Patents**

Registered Owner	Title	Registration Date	Registration Number
Rapak, LLC	Closure Valve Assembly For A Container	3/19/2013	8397958
Rapak, LLC	Closure Valve Assembly For A Container	9/22/014	8820591
Rapak, LLC	Closure Valve Assembly For A Container	3/10/2015	8973789
Rapak, LLC	Liquid Dispenser With Valve	11/20/2018	10131530
Rapak, LLC	Valve For A Fluid Flow Connector Having An Overmolded Plunger	1/10/2012	8091864
Rapak, LLC	Valve For A Fluid Flow Connector Having An Overmolded Plunger	5/19/2015	9033311
Rapak, LLC	Form Fill And Seal Container	8/10/2010	7770360
Rapak, LLC	Spout For Ensuring Evacuation Of A Flexible Container	7/20/2010	7757907
Rapak, LLC	Fluid Dispenser(Mustang)	9/13/2016	D766083
Rapak, LLC	Fluid Dispenser (Mustang)	12/13/2016	D773928
Rapak, LLC	Thin Wall Threaded Port (Two Variants)	4/23/2019	D846390
Rapak, LLC	Dispensing Assembly	3/12/2019	10227167
Rapak, LLC	Dispensing Assembly	4/14/2020	10618703
Rapak, LLC	Spout for ensuring evacuation of a flexible container	12/27/2011	8083109
Rapak, LLC	Multilayer film used with flexible packaging	1/7/2020	10526190

II. Patent Applications

Registered Owner	Title	Date Filed	Application Number
Rapak, LLC	Valve Assembly For Bags Duckbill Valve and Method For Making A Duckbill	11/29/2018	16/204830
Rapak, LLC	Valve	3/29/2019	16/370088
Rapak, LLC	Dispensing assembly	2/6/2020	16/783917

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