

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6506719

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENTELER AUTOMOTIVE CORPORATION	01/15/2021
RECEIVING PARTY DATA		
Name:	COMMERZBANK AKTIENGESELLSCHAFT, AS SECURITY AGENT	
Street Address:	AM SEESTERN 1, 6. OG TRAKT C	
City:	DÜSSELDORF	
State/Country:	GERMANY	
Postal Code:	D-40547	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	7765801	
Patent Number:	8302306	
Patent Number:	7611561	
Patent Number:	8356411	
Patent Number:	9238993	
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	2129061209	
Email:	JESSICA.BAJADA-SILVA@LW.COM	
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA	
Address Line 1:	885 THIRD AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022	
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	01/21/2021	
Total Attachments: 7		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 15, 2021 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of Commerzbank Aktiengesellschaft, as Security Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Security Agent”).

WHEREAS, pursuant to that certain Restructuring Agreement dated as of October 14, 2020 by and among Benteler International AG, (“Parent”), certain subsidiaries of the Parent as borrowers and guarantors, Benteler Automotive Corporation, a Delaware corporation, as a borrower (“BAC”), Benteler Automotive Holland Inc., a Michigan corporation, as a borrower (“BAH”), Benteler Steel & Tube Corporation, a Texas corporation, as a borrower (“BSTC” and together with BAC and BAH, the “Borrowers”), Benteler Steel/Tube Manufacturing Corporation, a Delaware corporation, as a guarantor and security grantor, Benteler North America Corporation, a Delaware corporation, as a guarantor and security grantor, Benteler Capital Corporation, a Delaware corporation, as a guarantor and a security grantor, the several banks and other financial institutions or entities from time to time parties thereto (the “Creditors”), Commerzbank Finance & Covered Bond SA, as Agent, Commerzbank Aktiengesellschaft, as Security Agent and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time), the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth in the Finance Documents, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Creditors to make their respective extensions of credit to the Borrowers under the Finance Documents, the Grantors entered into a Pledge and Security Agreement dated as of January 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between each of the Grantors and the Security Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Security Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Security Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows::

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Security Trust Agreement.

SECTION 2. Grant of Security Interest.

Each Grantor hereby assigns and transfers to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and 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”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all patentable inventions and designs, all United States patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

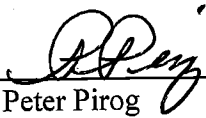
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

[Remainder of page intentionally left blank]

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

**Benteler Automotive Corporation,
as Grantor**

By: 
Name: Peter Pirog
Title: Treasurer

By: _____
Name: Corey Stringer
Title: Secretary

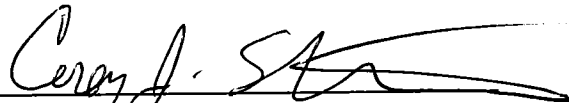
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Benteler Automotive Corporation,
as Grantor**

By: _____

Name: Peter Pirog

Title: Treasurer

By:  _____

Name: Corey Stringer

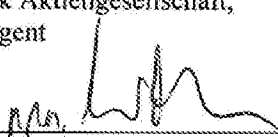
Title: Secretary

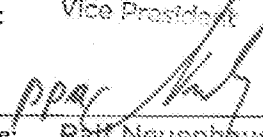
[Signature Page to Patent Security Agreement]

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Accepted and Agreed:

Commerzbank Aktiengesellschaft,
as Security Agent

By: 
Name: Andress Nolte
Title: Vice President

By: 
Name: Ralf Neuenhaus
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE A

LOAN PARTY	DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/APPLI CATION DATE
BENTELER Automotive Corporation	EXHAUST GAS TREATMENT DEVICE WITH INSULATED HOUSING CONSTRUCTION	US 7765801 B2	30.11.2005
BENTELER Automotive Corporation	METHOD FOR MAKING TWO- PIECE CATALYTIC CONVERTER WITH DOUBLE WALL MID-SECTION	US 8302306 B2	28.07.2010
BENTELER Automotive Corporation	DIESEL EXHAUST FILTER CONSTRUCTION	US 7611561 B2	18.07.2007
BENTELER Automotive Corporation	EXHAUST MANIFOLD WITH HYBRID CONSTRUCTION AND METHOD	US 8356411 B2	07.04.2009
BENTELER Automotive Corporation	EXHAUST MANIFOLD WITH HYBRID CONSTRUCTION AND METHOD	US 9238993 B1	07.04.2009