

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6531453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
CTA ACOUSTICS, INC.	02/02/2021
TRÈVES CTA, LLC	02/02/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK
Street Address:	1300 E NINTH STREET
Internal Address:	FLOOR 18
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6769512
Patent Number:	9715872
Patent Number:	7311957
Patent Number:	9193131
Patent Number:	9993990
CORRESPONDENCE DATA	
Fax Number:	
<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:	3132233461
Email:	nlevine@dickinsonwright.com
Correspondent Name:	DANIEL BURKHART
Address Line 1:	500 WOODWARD AVENUE
Address Line 2:	SUITE 4000
Address Line 4:	DETROIT, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	7-7806
NAME OF SUBMITTER:	DANIEL BURKHART
SIGNATURE:	/Daniel Burkhart/
DATE SIGNED:	02/03/2021

PATENT

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of February 2, 2021 by CTA ACOUSTICS, INC., a Delaware corporation ("Borrower"), TRÈVES CTA, LLC, a Delaware limited liability company ("Holdings"), and any additional entities that become parties to this Agreement as grantors (such additional entities, together with Borrower and Holdings, collectively the "Grantors" and each individually a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (as defined below) (in such capacity, the "Administrative Agent").

Recitals

A. The Grantors, the other Loan Parties (as defined therein) party thereto, the lenders party thereto (collectively the "Lenders" and each a "Lender"), and the Administrative Agent are entering into a Credit Agreement dated on or about the date of this Agreement (as amended, restated, supplemented, or modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated on or about the date of this Agreement with the Administrative Agent (as amended, restated, supplemented, or modified from time to time, the "Security Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations (as defined in the Credit Agreement), a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Notwithstanding any of the provisions set forth in this Agreement to the contrary, nothing in this Agreement shall constitute a grant of a security interest in, or a lien on, and neither the Trademark Collateral nor the Patent Collateral shall include, any Excluded Assets (as defined in the Credit Agreement); provided, however, that if and when any property shall cease to be Excluded Assets (as defined in the Credit Agreement), a lien on and security interest in such property shall be automatically granted by the Grantors to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, and will secure all Secured Obligations (as defined in the Credit Agreement).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks. The parties to this Agreement, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement or any of the transactions contemplated by this Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. No party hereto shall seek to consolidate, by

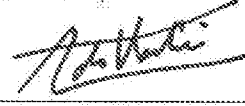
counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by such party.

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IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

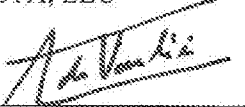
GRANTORS:

CTA ACOUSTICS, INC.

By: 
Name: Aymard de Vandière de Vitrac
Title: President

By: _____
Name: Vincent Desmettre
Title: Chief Financial Officer

TRÈVES CTA, LLC

By: 
Name: Aymard de Vandière de Vitrac
Title: President

By: _____
Name: Vincent Desmettre
Title: Chief Financial Officer

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By: _____
Name: Vincent Desmettre
Title: Chief Financial Officer

TRÈVES CTA, LLC

By: _____
Name: Aymard de Vandière de Vitrac
Title: President

By: _____
Name: Vincent Desmettre
Title: Chief Financial Officer

Signature Page to CTA Patent and Trademark Security Agreement

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

By: M Byrne

Name: Michael Byrne

Title: Vice President

Signature Page to CTA Patent and Trademark Security Agreement

PATENT
REEL: 055131 FRAME: 0216

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

Mark	Reg. Date	Reg. No.	Goods/Services by Class	OWNER
THERMABLEND	05/12/2015	4,735,539	017 - Acoustical and thermal insulation for automotive applications	CTA Acoustics, Inc.
QUIETBLEND	09/14/2004	2,885,172	017 - acoustical and thermal insulation for automotive applications	CTA Acoustics, Inc.
ACOUSTIBLEND	09/04/2018	5,554,766	017 - acoustical and thermal insulation for appliances, commercial, construction, heating, air conditioning, automotive, and industrial applications	CTA Acoustics, Inc.
THERMABLEND	06/21/2016	4,984,667	017 - Acoustical and thermal insulation for commercial, construction, and industrial applications	CTA Acoustics, Inc.
CTA ACOUSTICS, INC.	10/03/2017	5,300,264	040 - manufacture of acoustical and thermal insulation to order or specification of others	CTA Acoustics, Inc.

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

MR Reference #	Title	Country	Serial #	Filed Date	Expiration Date	Owner
ZH380-18015	Gradient Density Sound Attenuating Composite and Process for Making	MEXICO	MX/a/2018/002127	8/18/2016	8/18/2036	CTA Acoustics, Inc.
ZH380-16010-MX	Thermal and Acoustical Insulation	MEXICO	MX/a/2015/012196	9/10/2015	9/10/2035	CTA Acoustics, Inc.

PATENTS

MR Reference #	Title	Country	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration Date	Owner
ZH380 95001-MX00	Acoustical Insulation Laminate with Polyolefin Layer (Process as amended)	MEXICO	PA/a/2005/001271	7/31/2003	275036	4/9/2010	ISSUED	7/31/2023	CTA Acoustics, Inc.
ZH380 95001CA00	Acoustical Insulation Laminate with Polyolefin Layer (Process/Apparatus)	CANADA	2,494,741	7/31/2003	2,494,741	2/10/2009	ISSUED	7/31/2023	CTA Acoustics, Inc.
ZH380 95001US2	Acoustical Insulation Laminate with Polyolefin Layer and Process for Making (process)	UNITED STATES	10/237,702	9/9/2002	6,769,512	8/3/2004	ISSUED	9/14/2022	CTA Acoustics, Inc.
ZH380-16012	Gradient Density Sound Attenuating Composite and Process for Making	UNITED STATES	15/240,510	8/18/2016	9,715,872	7/25/2017	ISSUED	8/18/2036	CTA Acoustics, Inc.
ZH380-18014	Gradient Density Sound Attenuating Composite and Process for Making	CANADA	2,995,768	8/18/2016	2,995,768	2/18/2020	ISSUED	8/18/2036	CTA Acoustics, Inc.
ZH380 95001MX00	(Improved) Sound Absorbing Material and Process for Making (fiberglass/resin)	MEXICO	PA/a/2005/002821	9/11/2003	271815	11/13/2009	ISSUED	9/11/2023	CTA Acoustics, Inc.
ZH380 95001US	(Improved) Sound Absorbing Material and Process for Making (fiberglass/resin)	UNITED STATES	10/660,956	9/12/2003	7,311,957	12/25/2007	ISSUED	12/22/2024	CTA Acoustics, Inc.
ZH380-13007-US	Thermal and Acoustical Insulation	UNITED STATES	13/826,943	3/14/2013	9,193,131	11/24/2015	ISSUED	6/15/2033	CTA Acoustics, Inc.
ZH380-16009-CA	Thermal and Acoustical Insulation	CANADA	2,903,245	8/31/2015	2,903,245	8/29/2017	ISSUED	3/13/2034	CTA Acoustics, Inc.

ZH380-14008-CIP	Thermal Insulation	UNITED STATES	14/673,525	3/30/2015	9,993,990	6/12/2018	ISSUED	6/15/2033	CTA Acoustics, Inc.
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PATENT LICENSES

(i). Product Manufacture License Agreement, dated as of April 20, 2015, by and between the Company and Hyman Brickle & Sons, Inc. (“HBS”). This license allows HBS to use the Company’s proprietary Poly/Fiber Formula to manufacture sound dampening mats for the Company. The agreement automatically renews for one (1)-year periods unless either party provides at least thirty (30) days’ written notice of desire not to renew. There is no price/payment provision in this agreement.

(ii). Product Manufacture License Agreement, dated as of August 1, 2016, by and between the Company and Toledo Fiber Products Corp. (“Toledo Fiber”). This license allows Toledo Fiber to use the Company’s proprietary QuietBlend Formula to manufacture sound dampening mats in its Toledo, Ohio location for the Company. The agreement automatically renews for one (1)-year periods unless either party provides at least thirty (30) days’ written notice of desire not to renew. There is no price/payment provision in this agreement.

(iii). Product Manufacture License Agreement, dated as of August 1, 2016, by and between the Company and MacII Enterprises (Industrias DMU) (“MacII”). This license allows MacII to use the Company’s proprietary QuietBlend Formula to manufacture sound dampening mats in its Aguascalientes, Mexico location for the Company. The agreement automatically renews for one (1)-year periods unless either party provides at least thirty (30) days’ written notice of desire not to renew. There is no price/payment provision in this agreement.