

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6642614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
U.S. FARATHANE, LLC	04/06/2021

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	900 W TRADE STREET
Internal Address:	NC1-026-06-09 (MACLEGAL)
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 25

Property Type	Number
Application Number:	15434905
Application Number:	15163177
Application Number:	14596828
Application Number:	14596877
Application Number:	14879902
Application Number:	15708250
Application Number:	16038712
Application Number:	16394165
Application Number:	15015181
Application Number:	14817278
Application Number:	14711656
Application Number:	15456904
Application Number:	29586393
Application Number:	16214512
Application Number:	16247809
Application Number:	16435676
Application Number:	16528882
Application Number:	16672683

PATENT

Property Type	Number
Application Number:	16813274
Application Number:	16737420
Application Number:	63048753
Application Number:	16842847
Application Number:	17186271
Application Number:	63081536
Application Number:	63118076

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 04/06/2021

Total Attachments: 8

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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of April 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement Supplement"), by U.S. Farathane, LLC, a Delaware limited liability company (the "Grantor") in favor of Bank of America, N.A., in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Agent").

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of December 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the Collateral (including the Additional IP Collateral (as defined below)) and is required to execute and deliver this Supplement. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement, dated as of December 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among U.S. Farathane, LLC, a Delaware limited liability company (the "Borrower"), USF Holdings, LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the Grantor has become party to that certain Term Loan Intellectual Property Security Agreement, dated as of December 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement") by and among the Loan Parties and the Agent. Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. the issued Patents and pending applications for Patents in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the

Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement and the IP 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 IP Security Agreement Supplement and the Security Agreement or the IP Security Agreement, as applicable, the terms of the Security Agreement or the IP Security Agreement, as applicable, shall govern.

SECTION 4. *Governing Law.* This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York or applicable federal laws governing the Additional IP Collateral.

SECTION 5. Termination or Release. (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents that the Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This IP Security Agreement Supplement 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 counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a ".pdf" or ".tiff" attachment shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

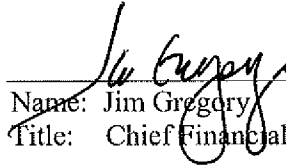
SECTION 7. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT IN THE ADDITIONAL IP COLLATERAL PURSUANT TO THIS IP SECURITY AGREEMENT SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE

INTERCREDITOR AGREEMENT AND THIS IP SECURITY AGREEMENT SUPPLEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. NOTWITHSTANDING ANY PROVISION OF THIS IP SECURITY AGREEMENT SUPPLEMENT TO THE CONTRARY, UNTIL THE DISCHARGE OF ABL OBLIGATIONS, FOR PURPOSES OF ANY DETERMINATION RELATING TO THE IDENTITY OR PERFECTION OF ABL PRIORITY COLLATERAL (INCLUDING ANY DETERMINATION WITH RESPECT TO ANY WAIVER OR EXTENSION OR ANY OPPORTUNITY TO REQUEST THAT IS PERMITTED OR REQUIRED UNDER THE DEFINITION OF "COLLATERAL AND GUARANTEE REQUIREMENT" IN THE CREDIT AGREEMENT UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR UNDER ANY OTHER LOAN DOCUMENT) AS TO WHICH THE AGENT IS GRANTED DISCRETION HEREUNDER, THE DETERMINATION OF THE ABL ADMINISTRATIVE AGENT (OR THE AGENT FOR THE HOLDERS OF ANY APPLICABLE ABL OBLIGATIONS) UNDER THE ANALOGOUS PROVISION OF THE CORRESPONDING ABL LOAN DOCUMENT (OR ANY EQUIVALENT TERM UNDER ANY ABL FACILITY) (OR THE DOCUMENTATION GOVERNING THE OTHER APPLICABLE ABL OBLIGATIONS) SHALL BE DEEMED TO BE THE DETERMINATION OF THE AGENT WITH RESPECT THERETO. SO LONG AS THE INTERCREDITOR AGREEMENT IS IN EFFECT, A GRANTOR MAY SATISFY ITS OBLIGATIONS TO DELIVER POSSESSION OR CONTROL OVER ANY ABL PRIORITY COLLATERAL TO THE AGENT BY DELIVERING POSSESSION OR CONTROL OVER ANY SUCH ABL PRIORITY COLLATERAL TO, PRIOR TO THE DISCHARGE OF ABL OBLIGATIONS, THE ABL COLLATERAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) OR ITS AGENT, DESIGNEE OR BAILEE, IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

U.S. FARATHANE, LLC

By: 
Name: Jim Gregory
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: Christine Trotter
Name: Christine Trotter
Title: Vice President

SCHEDULE I to TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

ADDITIONAL PATENT COLLATERAL

U.S. PATENTS AND APPLICATIONS

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	U.S. Farathane, LLC	Assembly For Creating An Extruded Pipe For Use In A Geothermal Heat Recovery Operation	15434905 02/16/2017	10052808 08/21/2018
2.	U.S. Farathane, LLC	Assembly And Process For Creating An Extruded Marine Dock Bumper	15163177 05/24/2016	10053828 08/21/2018
3.	U.S. Farathane, LLC	Roof Ditch Molding Process Incorporating Conformed Shaping Features In A Molding Fixture	14596828 01/14/2015	10071522 09/11/2018
4.	U.S. Farathane, LLC	Roof Ditch Molding Assembly And Process With Heated Air Assist	14596877 01/14/2015	10179435 01/15/2019
5.	U.S. Farathane, LLC	Die Slide Rotational Hollow Molding Process & Assembly For Creating An Article With A Hollow Interior	14879902 10/09/2015	10245768 04/02/2019
6.	U.S. Farathane, LLC	Die Slide Rotational Hollow Molding Assembly For Creating An Article With A Hollow Interior	15708250 09/19/2017	10245769 04/02/2019
7.	U.S. Farathane, LLC	Closure Assembly With Collapsible Crush Barbs Configured Within A Recess Cavity Defining Edge Of A First Piece For Engagement By A Projection Of A Second Piece When Press Fit Within The Recess Cavity In Order To Engage The Pieces Together	16038712 07/18/2018	10619659 04/14/2020
8.	U.S. Farathane, LLC	Method For Injection Molded Rivet Style Fastener And Housing With Snap Assembly Functionality Along With An Injection Molding Process For Producing Such A Rivet Without An Undercut Feature	16394165 04/25/2019	10808744 10/20/2020
9.	U.S. Farathane, LLC	Modular Wall System And Kit Incorporating Extruded End Interlocking Portions In Addition To Base Support Track Molding And Attachable Top Cap	15015181 02/04/2016	9617731 04/11/2017
10.	U.S. Farathane, LLC	Assembly And Process For Creating An Extruded Pipe For Use In A Geothermal Heat Recovery Operation	14817278 08/04/2015	9744710 08/29/2017
11.	U.S. Farathane, LLC	Fastener Assembly Associated With A Mounting Surface Of Such As An Electronic Control Module Or Battery Tray, The Mounting Surface Incorporating A Flexural And Three Dimensional Configured Receiving Aperture Profile For Reliably Seating And Retaining An Associated	14711656 05/13/2015	9841047 12/12/2017

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
12.	U.S. Farathane, LLC	Article, Process And Assembly For Forming A Rigid Article Encapsulating An Oriented Glass Strand Substrate	15456904 03/13/2017	9919464 03/20/2018
13.	U.S. Farathane, LLC	Engine Fan Shroud	29586393 12/02/2016	D805107 12/12/2017
14.	U.S. Farathane, LLC	Multi-Shot Mold Process And Assembly For Producing A Vehicle Panel	16214512 12/10/2018	Pending
15.	U.S. Farathane, LLC	Integrated Engagement Profile And Installation Assembly Including A First Layer And An Installation Tool For Engagement Of The Profile Through An Aperture Defined In A Further Attachable Layer	16247809 01/15/2019	Pending
16.	U.S. Farathane, LLC	Injection Molded Rivet-Style Fastener And Housing With Snap Assembly Functionality Along With An Injection Molding Process For Producing Such A Rivet Without An Undercut Feature	16435676 06/10/2019	Pending
17.	U.S. Farathane, LLC	Finger Tab Interface For Vehicle Pressure Relief Valve Incorporated Into A Ventilation Module For Providing Slow Closing/Opening Of Valve Under Low Pressures Resulting From A Door Slam Event	16528882 08/01/2019	Pending
18.	U.S. Farathane, LLC	Molded Automotive Fluid Dispensing And Manifold Distribution System	16672683 11/04/2019	Pending
19.	U.S. Farathane, LLC	Two Piece Key And Receiving Housing For Use As A Lockout Assembly For Deactivating A Press Or Robotic CEL	16813274 03/09/2020	Pending
20.	U.S. Farathane, LLC	Thermo-Compression Molding Process And Assembly For Forming A Two Part Component Having An Optional Rigid Substrate And A Second Stage Expandable Polymeric Structural Foam	16737420 01/08/2020	Pending
21.	U.S. Farathane, LLC	Fuel Filler Pocket and Door Assembly	63048753 07/07/2020	Pending
22.	U.S. Farathane, LLC	Method and Assembly for Producing a Multi Shot Injection Molded Article Incorporating a Heat Shield	16842847 04/08/2020	Pending
23.	U.S. Farathane, LLC	Method, Article and Assembly for Applying a Multi-Layer Film to an Elongate Extruded Article	17186271 02/26/2021	Pending
24.	U.S. Farathane, LLC	Hands Free Door Opener	63081536 09/22/2020	Pending
25.	U.S. Farathane, LLC	Extrusion Process and Assembly for Producing a Roof Ditch Molding Having a Bright Film Exterior Layer	63118076 11/25/2020	Pending