

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6698413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
QARBON AEROSPACE (FOUNDATION), LLC, AS GRANTOR	05/07/2021
RECEIVING PARTY DATA	
Name:	ALLY BANK, AS THE COLLATERAL AGENT
Street Address:	300 PARK AVENUE
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10457405
Application Number:	16564108
Patent Number:	9038265
Patent Number:	9254539
Application Number:	16414737
Patent Number:	6708071
Patent Number:	8983801
Patent Number:	10449749
Application Number:	16557107
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	8007130755
Email:	james.murray@wolterskluwer.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:	CORENDA R. GAINES

PATENT

SIGNATURE:	/Corenda R. Gaines/
DATE SIGNED:	05/07/2021
Total Attachments: 8 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif source=IP filing#page5.tif source=IP filing#page6.tif source=IP filing#page7.tif source=IP filing#page8.tif	

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

QARON AEROSPACE (FOUNDATION), LLC, as Grantor

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 7, 2021

- Assignment
- Merger
- Security Agreement
- Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: ALLY BANK, as the Collateral Agent

Internal Address: _____

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule I attached

B. Patent No.(s)
See Schedule I attached

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Corenda R. Gaines

Internal Address: c/o Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Fax Number: _____

Email Address: cgaines@hahnhausen.com

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

May 7, 2021

Date

Corenda R. Gaines
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of May 7, 2021 between Qarbon Aerospace (Foundation), LLC, a Delaware limited liability company (“**Grantor**”) and Ally Bank, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Qarbon Aerospace Holdings, Inc. (f/k/a Lafayette Holdings, Inc.), a Delaware corporation (“**Holdings**”), Qarbon Aerospace, Inc. (f/k/a Lafayette Composites, Inc.), a Delaware corporation (“**Aerospace Borrower**”), Qarbon Aerospace (Foundation), LLC, a Delaware limited liability company (“**Foundation Borrower**”), Qarbon Aerospace (Lafayette), LLC, a Delaware limited liability company (“**Lafayette Borrower**”; together with Aerospace Borrower and Foundation Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Ally Bank, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”), as Issuing Lender and as Swing Line Lender and the other parties thereto are parties to that certain Credit Agreement dated as of May 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of May 7, 2021 in favor of the Collateral Agent for its benefit and on behalf of the Secured Parties (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

(a) all Copyrights and Copyright Licenses owned by any Grantor, including those referred to on Schedule I hereto;

(b) all Patents and Patent Licenses owned by any Grantor, including those referred to on Schedule I hereto;

(c) all Trademarks and Trademark Licenses owned by any Grantor, including those referred to on Schedule I hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright Trademark, or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

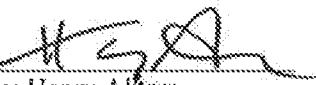
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

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

QARON AEROSPACE (FOUNDATION), LLC, as Grantor

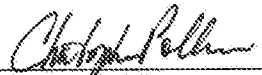
By: 
Name: Henry Albers
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 056179 FRAME: 0295

ACCEPTED AND AGREED:

ALLY BANK,
as the Collateral Agent

By: 
Name: Christopher Pollina
Title: Authorized Signatory

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

None.

Copyright Licenses

None.

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patent Applications and Issued Patents

Grantor	Title	Registration No. or Application No.	Date
Qarbon Aerospace (Foundation), LLC	Composite aerostructure with integrated heating element	10,457,405	October 29, 2019
Qarbon Aerospace (Foundation), LLC	Composite aerostructure with integrated heating element	16/564,108	September 9, 2019
Qarbon Aerospace (Foundation), LLC	Manufacturing system	9,038,265	May 26, 2015
Qarbon Aerospace (Foundation), LLC	Manufacturing system	9,254,539	February 9, 2016
Qarbon Aerospace (Foundation), LLC	Method and apparatus for forming thermoplastic low porosity composite laminate	16/414,737	May 16, 2019
Qarbon Aerospace (Foundation), LLC	Method and system for defining and verifying a part	6,708,071	March 16, 2004
Qarbon Aerospace (Foundation), LLC	Method and system for transforming a CAD model of an object between engineering states	8,983,801	March 17, 2015
Qarbon Aerospace (Foundation), LLC	Thermoplastic aerostructure with localized ply isolation and method for forming aerostructure	10,449,749	October 22, 2019
Qarbon Aerospace (Foundation), LLC	Thermoplastic aerostructure with localized ply isolation and method for forming aerostructure	16/557,107	August 30, 2019

Patent Licenses

None.

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Applications and Registrations

None.

Trademark Licenses

None.