

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6743656

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|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AMERICAN WIRE GROUP, INC. | 05/27/2021 |
| RECEIVING PARTY DATA | |
| Name: | SYNOVUS BANK |
| Street Address: | 1148 BROADWAY |
| City: | COLUMBUS |
| State/Country: | GEORGIA |
| Postal Code: | 31901 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8618688 |
| 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: | 7044441000 |
| Email: | kristen.mims@alston.com |
| Correspondent Name: | ALSTON & BIRD LLP |
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| ATTORNEY DOCKET NUMBER: | 020262/551165 |
| NAME OF SUBMITTER: | KRISTEN MIMS |
| SIGNATURE: | /Kristen Mims/ |
| DATE SIGNED: | 06/03/2021 |
| Total Attachments: 5 | |
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 27, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Synovus Bank (“Synovus”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 27, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, AWG, as the Borrower Representative, the other Credit Parties and the Lenders from time to time party thereto and Synovus, as Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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

AMERICAN WIRE GROUP, INC.

as Grantor

By: 

Name: *Michael DeL...*

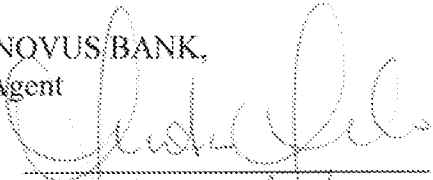
Title: *President*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

SYNOVUS BANK,
as Agent

By:


Name: Anita Addo

Title: SVP / Director Middle Market Banking

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

| Title | Country | Patent No./ Serial No. | Filing Date | Issue Date | Loan Party |
|--|---------------|--|---------------|---------------|---------------------------|
| Wind turbine configuration with power cable and method of electrically connecting a generator of a wind turbine to a transformer | United States | PN: 8,618,688 SN: 12/829,111 | Jul. 1, 2010 | Dec. 31, 2013 | American Wire Group, Inc. |
| Wind turbine configuration with power cable and method of electrically connecting a generator of a wind turbine to a transformer | Canada | PN: CA2,729,715 SN: CA2,729,715 | Jan. 27, 2011 | Mar. 22, 2016 | American Wire Group, Inc. |
| Wind turbine configuration with power cable and method of electrically connecting a generator of a wind turbine to a transformer | Mexico | PN: MX2011-001059 SN: MX2011-001059 | Jan. 27, 2011 | Jun. 7, 2014 | American Wire Group, Inc. |