

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6948833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LYDALL, INC.	10/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	1300 THAMES STREET, 4TH FLOOR, THAMES STREET WHARF
<b>City:</b>	BALTIMORE
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7897529
Patent Number:	8404194
Patent Number:	8545607
Patent Number:	6596109
Patent Number:	6579350
Patent Number:	10144367
Patent Number:	8637414
Patent Number:	9211491
Patent Number:	10604087
Patent Number:	10066342
Patent Number:	10640057
Patent Number:	10344426
Application Number:	16008073
Application Number:	16945193
Application Number:	16208948
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)891-8763
<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>	
<b>Email:</b>	rhonda.deleon@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP  
**Address Line 1:** 355 SOUTH GRAND AVENUE  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

**ATTORNEY DOCKET NUMBER:** 036608-0121

**NAME OF SUBMITTER:** RHONDA DELEON

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 10/01/2021

**Total Attachments: 6**

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## FIRST LIEN PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 1, 2021 (this “**Patent Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Borrower**”, as successor by merger to Ulysses Merger Sub, Inc.), Ulysses Parent, Inc., a Delaware corporation, the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to the First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

**PLEDGORS:**

**LYDALL, INC.,**  
a Delaware corporation

By: John Dandolph  
Name: John C. Dandolph IV  
Title: Chief Executive Officer

**SOUTHERN FELT COMPANY, INC.,**  
a South Carolina corporation

By: John Dandolph  
Name: John C. Dandolph IV  
Title: Chief Executive Officer

**LYDALL PERFORMANCE MATERIALS (US), INC.,**  
a Delaware corporation

By: John Dandolph  
Name: John C. Dandolph IV  
Title: Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Lisa Hanson  
Title: Authorized Signatory

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

<b>Title</b>	<b>Patent No.</b>	<b>Owner/Assignee</b>
Substrate For Carrying Catalytic Particles	7897529	Lydall, Inc.
Blood Separation Media	8404194	Lydall, Inc.
Pleatable Composite Filter Media	8545607	Lydall, Inc.
Unitary Multi-Component Filter Media	6596109	Lydall, Inc.
Air Laid/Wet Laid Gas Filtration Media	6579350	Lydall, Inc.
Molded And Shaped Acoustical Insulating Vehicle Panel And Method Of Making The Same	10144367	Lydall, Inc.
Gradient Density Padding Material And Method Of Making Same	8637414	Lydall, Inc.
Air Filtration Media And Processes For Manufacturing The Same	9211491	Lydall, Inc.
Heat Shield With Sealing Member	10604087	Lydall, Inc.
Wet-Laid Nonwoven Including Thermoplastic Fiber	10066342	Lydall, Inc.
Gasket Formed From Various Material	7905498	Lydall Performance Materials (US), Inc.
Gasket Having Adhesive Element	8579299	Lydall Performance Materials (US), Inc.
Gaskets With Selectively Positioned Seal Enhancement Zones	7014193	Lydall Performance Materials (US), Inc.

<b>Title</b>	<b>Patent No.</b>	<b>Owner/Assignee</b>
Gasket With High Temperature Coating	9486833	Lydall Performance Materials (US), Inc.
Lightweight Thermal Shield	9297596	Lydall Performance Materials (US), Inc.
Lightweight Thermal Shield	9784404	Lydall Performance Materials (US), Inc.
Lightweight Thermal Shield	RE48394	Lydall Performance Materials (US), Inc.
Press-In-Place Gaskets and Fabrication Methods	9568102	Lydall Performance Materials (US), Inc.
Heat shield with retention feature	10640057	Lydall, Inc.
Oleophobic Insulating Shield and Method of Making	10344426	Lydall, Inc.
Conductive Filter Media	9072991	Southern Felt Company, Inc.
Conductive Filter Media	9085837	Southern Felt Company, Inc.
Filter Medium for Manufacturing Filters	9446337	Southern Felt Company, Inc.
Pleatable Filter Media	9375666	Southern Felt Company, Inc.
Insulating Container And Methods Of Making An Insulating Container	8955708	Lydall Performance Materials (US), Inc.

United States Patent Applications:

<b>Patent Title</b>	<b>App. No.</b>	<b>Owner/ Assignee</b>
High Temperature Thermo-Acoustic Barrier With Low Smoke and Odor	15919484	Lydall Performance Materials (US), Inc.
Gaskets With a Non-Compressible Core and One or More Compressible Layers	16433795	Lydall Performance Materials (US), Inc.
Cross-Lapped Multilayer Fibrous Batt and Method of Making the Same	16008073	Lydall, Inc.
Electrically Conducting Textile for Automobiles	16945193	Lydall, Inc.
Asymmetrical Stretch Composite for Pipe Liner	16208948	Lydall, Inc.
Thermal and Acoustic Fire Protection Felt	63/147,987	Southern Felt Company, Inc.