

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6971615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
LYDALL, INC.	10/01/2021
SOUTHERN FELT COMPANY, INC.	10/01/2021
LYDALL PERFORMANCE MATERIALS (US), INC.	10/01/2021

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST
Street Address:	1100 N. MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890

PROPERTY NUMBERS Total: 82

Property Type	Number
Patent Number:	7897529
Patent Number:	8404194
Patent Number:	8545607
Patent Number:	6596109
Patent Number:	6579350
Application Number:	10144367
Patent Number:	8637414
Patent Number:	9211491
Application Number:	10604087
Application Number:	10066342
Patent Number:	7905498
Patent Number:	8579299
Patent Number:	7014193
Patent Number:	9486833
Patent Number:	9297596
Patent Number:	9784404
Patent Number:	RE48394
Patent Number:	9568102

PATENT

Property Type	Number
Application Number:	10640057
Application Number:	10344426
Patent Number:	9072991
Patent Number:	9085837
Patent Number:	9446337
Patent Number:	9375666
Patent Number:	8955708
Patent Number:	7413797
Patent Number:	8263512
Patent Number:	8679615
Patent Number:	8696807
Patent Number:	9163148
Patent Number:	8007732
Patent Number:	7998422
Patent Number:	8075843
Patent Number:	8182752
Patent Number:	8765069
Patent Number:	8992846
Patent Number:	7971357
Patent Number:	7033412
Application Number:	10745571
Patent Number:	7767597
Patent Number:	7829036
Patent Number:	9924564
Patent Number:	6953757
Patent Number:	9452719
Patent Number:	8551897
Patent Number:	9567256
Patent Number:	9919954
Patent Number:	9919957
Application Number:	10023491
Application Number:	10882779
Patent Number:	9708214
Patent Number:	9556063
Patent Number:	9926224
Application Number:	10301213
Patent Number:	7887917
Patent Number:	8627853

Property Type	Number
Patent Number:	8729155
Patent Number:	8071040
Patent Number:	9120703
Patent Number:	9174169
Patent Number:	9816420
Patent Number:	8211373
Patent Number:	8349265
Patent Number:	8734726
Patent Number:	8663774
Patent Number:	9321243
Patent Number:	8951323
Patent Number:	8524161
Application Number:	10487224
Application Number:	11069885
Patent Number:	8017085
Application Number:	10526730
Patent Number:	8480916
Patent Number:	8926911
Patent Number:	8679415
Patent Number:	7503974
Patent Number:	9422201
Patent Number:	9586866
Application Number:	11059750
Patent Number:	7825052
Patent Number:	8517083
Patent Number:	8652980

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 312 862 4396

Email: Noreen.gosselin@kirkland.com

Correspondent Name: NOREEN GOSSELIN

Address Line 1: KIRKLAND & ELLIS LLP

Address Line 2: 300 NORTH LASALLE

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 36774-300

NAME OF SUBMITTER: NOREEN GOSSELIN

SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	10/15/2021
Total Attachments: 10 source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page1.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page2.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page3.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page4.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page5.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page6.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page7.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page8.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page9.tif source=Project Jackpot - IPSA - Patent Security Agreement [Executed]#page10.tif	

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 Wilmington Trust, National Association (“**Wilmington**”), in its capacity as notes collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Indenture, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Indenture**”), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Issuer**”), Wilmington, as trustee and the Collateral Agent, and the other parties thereto.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Indenture (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 Indenture, 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 Indenture.

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. Any signature to this Patent Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. 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 Sections 14.7 and 14.8 of the Indenture are incorporated herein *mutatis mutandis*.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering this Patent Security Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Security Agreement and the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Security Agreement and the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this 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

PLEDGORS:

PLEDGORS:

UNIFRAX I LLC

By: John Dandolph

Name: John C. Dandolph IV

Title: President

STELLAR MATERIALS, LLC.

By: James Olchawski

Name: James Olchawski

Title: President

**REFRACTORY SPECIALTIES,
INCORPORATED**

By: Scott Horrigan


Name: Scott D. Horrigan

Title: Secretary

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

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jane Y. Schweiger
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 057826 FRAME: 0970

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Title	Patent No.	Owner/Assignee
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.
Gasket With High Temperature Coating	9486833	Lydall Performance Materials (US), Inc.

Title	Patent No.	Owner/Assignee
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.
Backup thermal insulation plate	7413797	Unifrax I LLC
Ceramic honeycomb structure skin coating	8263512	Unifrax I LLC
Ceramic honeycomb structure skin coating	8679615	Unifrax I LLC
Ceramic honeycomb structure skin coating	8696807	Unifrax I LLC
Ceramic honeycomb structure skin coating	9163148	Unifrax I LLC
Exhaust gas treatment device	8007732	Unifrax I LLC
Exhaust gas treatment device	7998422	Unifrax I LLC
Exhaust gas treatment device	8075843	Unifrax I LLC
Exhaust gas treatment device	8182752	Unifrax I LLC
Exhaust gas treatment device	8765069	Unifrax I LLC
Exhaust gas treatment device	8992846	Unifrax I LLC
Exhaust gas treatment device and method for making the same	7971357	Unifrax I LLC
Exhaust gas treatment device and method for making the same	7033412	Unifrax I LLC
Fire protective compositions and associated methods	10745571	Unifrax I LLC
Fire-barrier film laminate	7767597	Unifrax I LLC

Title	Patent No.	Owner/Assignee
Fluid jet cutting process	7829036	Unifrax I LLC
Heated mat and exhaust gas treatment device	9924564	Unifrax I LLC
High temperature resistant vitreous inorganic fiber	6953757	Unifrax I LLC
High temperature resistant insulation mat	9452719	Unifrax I LLC
Inorganic fiber	8551897	Unifrax I LLC
Inorganic fiber	9567256	Unifrax I LLC
Inorganic fiber	9919954	Unifrax I LLC
Inorganic fiber	9919957	Unifrax I LLC
Inorganic fiber	10023491	Unifrax I LLC
Inorganic fiber	10882779	Unifrax I LLC
Inorganic fiber with improved shrinkage and strength	9708214	Unifrax I LLC
Inorganic fiber with improved shrinkage and strength	9556063	Unifrax I LLC
Inorganic fiber with improved shrinkage and strength	9926224	Unifrax I LLC
Inorganic fiber with improved shrinkage and strength	10301213	Unifrax I LLC
Inorganic fiber	7887917	Unifrax I LLC
Insulating material for automotive exhaust line tubing and manifolds	8627853	Unifrax I LLC
Intumescent material for fire protection	8729155	Unifrax I LLC
Low shear mounting mat for pollution control devices	8071040	Unifrax I LLC
Mounting mat and exhaust gas treatment device	9120703	Unifrax I LLC
Mounting mat for exhaust gas treatment device	9174169	Unifrax I LLC
Mounting mat for exhaust gas treatment device	9816420	Unifrax I LLC
Mounting mat with flexible edge protection and exhaust gas treatment device incorporating the mounting mat	8211373	Unifrax I LLC
Mounting mat with flexible edge protection and exhaust gas treatment device incorporating the mounting mat	8349265	Unifrax I LLC
Multilayer mounting mat for pollution control devices	8734726	Unifrax I LLC
Multi-layer thermal insulation composite	8663774	Unifrax I LLC
Multi-layer thermal insulation composite	9321243	Unifrax I LLC
Multiple layer mat and exhaust gas treatment device	8951323	Unifrax I LLC

Title	Patent No.	Owner/Assignee
Multiple layer substrate support and exhaust gas treatment device	8524161	Unifrax I LLC
Refractory coating material containing low biopersistent fibers and method for making the same	10487224	Unifrax I LLC
Silicon-based anode material for lithium ion battery	11069885	Unifrax I LLC
Substrate mounting system	8017085	Unifrax I LLC
Treatment of tough inorganic fibers and their use in a mounting mat for exhaust gas treatment device	10526730	Unifrax I LLC
Ultra low weight insulation board	8480916	Unifrax I LLC
Use of microspheres in an exhaust gas treatment device mounting mat	8926911	Unifrax I LLC
Variable basis weight mounting mat or pre-form and exhaust gas treatment device	8679415	Unifrax I LLC
Cementitious material	7503974	Stellar Materials, LLC
Refractory composition and process for forming article therefrom	9422201	Stellar Materials, LLC
Refractory composition and process for forming article therefrom	9586866	Stellar Materials, LLC
Single additive refractory materials suitable for multiple application methods	11059750	Stellar Materials LLC
Refractory material for reduced SiO ₂ content	7825052	Refractory Specialties, Incorporated
System, apparatus and method for manufacturing metal ingots	8517083	Refractory Specialties, Incorporated
INORGANIC FIBER	8652980	UNIFRAX I LLC

United States Patent Applications:

Patent Title	App. No.	Owner/ Assignee
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.
Fire Protective Compositions and Associated Methods	16/990,845	Unifrax I LLC
Plasma Fiberization	16/970,000	Unifrax I LLC
Silicon-Based Anode Material for Lithium Ion Battery	17/366,479	Unifrax I LLC
Insulation Material Including Inorganic Fibers and Endothermic Material	63/082,608	Unifrax I LLC
Inorganic Fiber	17/104,303	Unifrax I LLC
Ultra-Low Thermal Mass Refractory Article	63/094,064	Unifrax I LLC
Method and Apparatus for Joining Together Modular Candle Filters	17/326,582	Unifrax I LLC
Coating Fibrous Materials with Controlled Dose of Coating Mixture	63/108,110	Unifrax I LLC
Homogeneous Catalytic Fiber Coatings and Methods of Preparing Same	63/107,240	Unifrax I LLC
Low Bio-Persistent High Temperature Resistant Inorganic Fibers	63/124,518	Unifrax I LLC
Silicon-Carbon Composite Fiber	63/240,135	Unifrax I LLC
Catalytic Filters for Hydrogenation and Emissions Control	63/209,702	Unifrax I LLC
Crystalline Silica Free Low Biopersistence Inorganic Fiber	16/152,878	Unifrax I LLC
Light Weight Ceramic Aggregates Made by Agglomerating Ceramic Fibers	63/236,392	Unifrax I LLC
Activated Porous Fibers and Products Including Same	16/375,114	Unifrax I LLC
Thermal and Acoustic Fire Protection Felt	63/147,987	Southern Felt Company, Inc.