

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7045989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WIRECO WORLDGROUP INC.	11/12/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN
Internal Address:	FLOOR L2, IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8978532
Patent Number:	9627100
Patent Number:	10199140
Patent Number:	10262771
Patent Number:	8327506
Patent Number:	9506188
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	LINDA R. KASTNER, C/O LATHAM & WATKINS
Address Line 1:	330 N. WABASH AVENUE
Address Line 2:	SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611
NAME OF SUBMITTER:	LINDA KASTNER
SIGNATURE:	/lk/
DATE SIGNED:	11/29/2021

Total Attachments: 6

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page1.tif

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page2.tif

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page3.tif

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page4.tif

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page5.tif

source=WireCo - ABL Patent Security Agreement (WireCo WorldGroup Inc.) [Executed]#page6.tif

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the ABL-Term Intercreditor Agreement, dated as of November 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among JPMORGAN CHASE BANK, N.A., as Initial First Lien Term Administrative Agent, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Initial Secondary Term Collateral Agent, JPMORGAN CHASE BANK, N.A., as Joint Collateral Agent, JPMORGAN CHASE BANK, N.A., as ABL Administrative Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

ABL PATENT SECURITY AGREEMENT

This ABL Patent Security Agreement (this “Agreement”), dated as of November 12, 2021, is entered into by the undersigned (the “Grantor”) in favor of JPMorgan Chase Bank, N.A. (together with its affiliates and any of its successors and assigns, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the ABL Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain ABL Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the (“ABL Pledge and Security Agreement”), pursuant to which such Grantor has collaterally assigned, granted, mortgaged and pledged to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Patent Collateral (as defined below); and

WHEREAS, pursuant to the ABL Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the grant of the security interest in the Patent Collateral in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the ABL Pledge and Security Agreement (whether directly therein, or by reference to another agreement).

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all United States patents and applications for letters patent, in each case to the extent issued by or applied for in the United States Patent and Trademark Office, including any

of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;

(iii) the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing;

(iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(v) all corresponding rights under applicable law throughout the world;

provided, however, that the Patent Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the ABL Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the ABL Pledge and 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 Agreement is deemed to conflict with the ABL Pledge and Security Agreement, the provisions of the ABL Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the ABL Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (OTHER THAN ANY MANDATORY PROVISIONS OF THE UNIFORM COMMERCIAL CODE RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

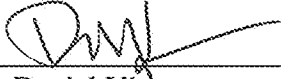
SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission, electronic PDF, Electronic Signature or any other electronic means that reproduces an image of an actual executed counterpart shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WIRECO WORLDGROUP INC.

By: 
Name: Daniel Vinton
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: _____

Name:

Jerome Prince

Title:

Authorized Signer

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 058232 FRAME: 0976

SCHEDULE A

PATENTS

Issued Patents

Title	<u>Patent No.</u>	<u>Issued Date</u>	<u>Owner</u>
CUT-RESISTANT JACKET FOR TENSION MEMBER	8,978,532	17 Mar 2015	WireCo WorldGroup Inc.
HIGH-POWER LOW-RESISTANCE ELECTROMECHANICAL CABLE	9,627,100	18 Apr 2017	WireCo WorldGroup Inc.
HIGH-POWER LOW-RESISTANCE ELECTROMECHANICAL CABLE	10,199,140	05 Feb 2019	WireCo WorldGroup Inc.
METHOD FOR MANUFACTURING A TORQUE BALANCED ELECTROMECHANICAL CABLE	10,262,771	16 Apr 2019	WireCo WorldGroup Inc.
SOCKETING MATERIAL AND SPELTERED ASSEMBLY FOR TERMINATING TENSION MEMBER	8,327,506	11 Dec 2012	WireCo WorldGroup Inc.
TORQUE BALANCED HYBRID ROPE	9,506,188	29 Nov 2016	WireCo WorldGroup Inc.

Patent Applications

None.