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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7068986

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ARNOTT T & P HOLDING, LLC | 12/09/2021 |
| ARNOTT, LLC | 12/09/2021 |
| RECEIVING PARTY DATA | |
| Name: | BMO HARRIS BANK N.A., AS COLLATERAL AGENT |
| Street Address: | 111 WEST MONROE STREET |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 26 | |
| Property Type | Number |
| Patent Number: | 8113322 |
| Patent Number: | 8292306 |
| Patent Number: | 9329917 |
| Patent Number: | 9665418 |
| Patent Number: | 9714066 |
| Patent Number: | 9708028 |
| Patent Number: | 9713945 |
| Patent Number: | 9707817 |
| Patent Number: | 10189535 |
| Patent Number: | 10808795 |
| Patent Number: | 11054074 |
| Patent Number: | 10436386 |
| Patent Number: | 8733519 |
| Patent Number: | 9027937 |
| Patent Number: | 10300981 |
| Patent Number: | 10633054 |
| Application Number: | 17004896 |
| Application Number: | 16899833 |
| Application Number: | 17482168 |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29813939 |
| Application Number: | 63274228 |
| Application Number: | 29813943 |
| Application Number: | 29813945 |
| Application Number: | 29813947 |
| Application Number: | 63204396 |
| Application Number: | 17075237 |

CORRESPONDENCE DATA

Fax Number: (212)294-4700

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.

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Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - BECKY L. TROUTMAN

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Address Line 2: 35TH FLOOR

Address Line 4: SAN FRANCISCO,, CALIFORNIA 94111-5840

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|--------------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 13757.116 PSA-ARNOTT/BMO |
| NAME OF SUBMITTER: | BECKY L. TROUTMAN |
| SIGNATURE: | /Becky L. Troutman/ |
| DATE SIGNED: | 12/10/2021 |

Total Attachments: 8

- source=Arnott - Patent Security Agreement 2021 (Executed)#page1.tif
- source=Arnott - Patent Security Agreement 2021 (Executed)#page2.tif
- source=Arnott - Patent Security Agreement 2021 (Executed)#page3.tif
- source=Arnott - Patent Security Agreement 2021 (Executed)#page4.tif
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- source=Arnott - Patent Security Agreement 2021 (Executed)#page6.tif
- source=Arnott - Patent Security Agreement 2021 (Executed)#page7.tif
- source=Arnott - Patent Security Agreement 2021 (Executed)#page8.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Patent Security Agreement”) dated December 9, 2021, is made by each Person listed on the signature pages hereof as a Grantor (collectively, the “Grantors”) in favor of BMO Harris Bank N.A. (“BMO”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Arnott, LLC, a Delaware limited liability company (the “Borrower”), Arnott Intermediate, LLC, a Delaware limited liability company (“Holdings”), each Lender party thereto from time to time and BMO, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”) and (ii) each agreement relating to Credit Product Arrangements. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement and the Credit Product Providers have agreed to enter into and/or maintain Credit Product Arrangements, on the terms and conditions set forth in the Credit Agreement or in such agreements relating to Credit Product Arrangements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to issue Letters of Credit and the obligation of the Credit Product Provider to enter into and/or maintain such Credit Product Arrangements, each Grantor has executed and delivered that certain Security Agreement dated as of December 9, 2021 (or a supplement thereto), made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to or under any and all of the following assets and properties, whether 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 (collectively, the “Patent Collateral”): (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A attached hereto, (b) all (i) rights and privileges arising under applicable Law with respect to such Grantor’s use of any patents, (ii) reissues, divisions, continuations, renewals,

extensions and continuations-in-part thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof, and (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Patent by each Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 5. Execution in Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of a an original executed counterpart of this Patent Security Agreement.


SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.


ARNOTT T&P HOLDING, LLC, Grantor

By: 
Name: Scott Hoffman
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 058481 FRAME: 0527

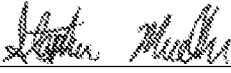
ARNOTT, LLC, Grantor

By: _____

Name: Scott Hoffman

Title: Chief Financial Officer

BMO HARRIS BANK N.A.,
as Collateral Agent and Grantee

By: 

Name: Stephen Mueller

Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 058481 FRAME: 0529

SCHEDULE A

UNITED STATES PATENTS

| Jurisdiction | Title | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|---------------------|--|--------------------------------|----------------------------------|--------------------------------------|
| USA | Motorcycle Air Suspension System and Method | 8,113,322 | 2-14-2012 | Arnott T&P Holding, LLC |
| USA | Mount and Bearing for Shock Absorber | 8,292,306 | 10-23-2012 | Arnott T&P Holding, LLC |
| USA | Vehicle Suspension Augmentation Devices, Systems and Methods | 9,329,917 | 5-3-2016 | Arnott T&P Holding, LLC |
| USA | Vehicle Suspension Augmentation Devices, Systems and Method | 9,665,418 | 5-30-2017 | Arnott T&P Holding, LLC ¹ |
| USA | Decoupled Damper and Airspring Suspension System, Device, Apparatus and Method for Motorcycles | 9,714,066 | 7-25-2017 | Arnott T&P Holding, LLC |
| USA | Motorcycle Shock with Assist Coil Device, Apparatus, System and Method | 9,708,028 | 7-18-2017 | Arnott T&P Holding, LLC |
| USA | Motor Vehicle Shock with Assist Coil Device, Apparatus, System and Method | 9,713,945 | 7-25-2017 | Arnott T&P Holding, LLC |
| USA | Shock Apparatus Method and System for All Vehicles | 9,707,817 | 7-18-2017 | Arnott T&P Holding, LLC |
| USA | Motorcycle Display Unit System and Method | 10,189,535 | 1-29-2019 | Arnott T&P Holding, LLC |
| USA | Air Spring Bellows For Air Suspension Systems | (17/004,896) | (8-27-2020) | Arnott T&P Holding LLC ² |
| USA | Adjustable Gas Spring System | (16/899,833) | (6-12-2020) | Arnott T&P Holding LLC |
| USA | Vibration isolation system | 10,808,795 | 10-20-2020 | Arnott T&P Holding LLC ³ |
| USA | System and method for push-to-connect couplings with integrated filtration | 11,054,074 | 7-6-2021 | Arnott T&P Holding LLC ⁴ |

¹ The assignment from inventors has not been recorded, but was recorded for parent (Pat. No. 9,329,917).

² This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

³ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁴ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

| Jurisdiction | Title | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|--------------|--|---------------------|-----------------------|---------------------------------------|
| USA | Systems, devices and methods for modular pressure vessels | 10,436,386 | 10-8-2019 | Arnott, LLC |
| USA | Shock apparatus, method and system for all vehicles | 9,707,817 | 7-18-2017 | Arnott T&P Holding LLC |
| USA | Suspension Controller And Sensor Network For Ride Height Control With Air Suspension | (17/482,168) | (9-22-2021) | Arnott T&P Holding LLC ⁵ |
| USA | End Cap For An Air Tank | (29/813,939) | (11-2-2021) | Arnott T&P Holding LLC ⁶ |
| USA | Air Suspension System For Motor Vehicle | (63/274,228) | (11-2-2021) | Arnott T&P Holding LLC ⁷ |
| USA | Bracket For An Air Tank | (29/813,943) | (11-2-2021) | Arnott T&P Holding LLC ⁸ |
| USA | Bracket For Compressor | (29/813,945) | (11-2-2021) | Arnott T&P Holding LLC ⁹ |
| USA | Bracket For An Electronic Control Unit | (29/813,947) | (11-2-2021) | Arnott T&P Holding LLC ¹⁰ |
| USA | Linear Impelled Module Damper | 8,733,519 | 5-27-2014 | Arnott T&P Holding, LLC ¹¹ |
| USA | Electronically Adjustable Damper And System | 9,027,937 | 5-12-2015 | Arnott T&P Holding, LLC ¹² |
| USA | Piezo Damped Suspension Structure With Energy Harvesting Ability | (63/204,396) | (9-30-2020) | Arnott T&P Holding, LLC ¹³ |

⁵ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁶ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁷ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁸ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

⁹ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

¹⁰ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

¹¹ JRI Shocks, LLC assigned this patent to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this patent to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

¹² JRI Shocks, LLC assigned this patent to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this patent to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

¹³ JRI Shocks, LLC assigned this patent to Arnott Performance, LLC on 11/9/21. Arnott Performance, LLC further assigned this patent to Arnott T&P Holding, LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.

| Jurisdiction | Title | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|---------------------|---|--------------------------------|----------------------------------|---------------------------------------|
| USA | Motorcycle Display Unit System and Method | 10,300,981 | 5-28-2019 | Arnott T&P Holding, LLC ¹⁴ |
| USA | Motorcycle Display Unit System and Method | 10,633,054 | 4-28-2020 | Arnott T&P Holding, LLC ¹⁵ |
| USA | Vibration Isolation System | (17/075,237) | (10-20-2020) | Arnott T&P Holding LLC ¹⁶ |

¹⁴ The assignment from inventors has not been recorded, but was recorded for parent (Pat. No. 10,189,535).

¹⁵ The assignment from inventors has not been recorded, but was recorded for parent (Pat. No. 10,189,535).

¹⁶ This patent was assigned by Arnott, LLC to Arnott T&P Holding LLC on 12/1/21. The chain of title has not yet been updated to reflect this assignment.