PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7146779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CORE MOLDING TECHNOLOGIES, INC.	10/27/2020
CORE COMPOSITES CORPORATION	10/27/2020
CORE COMPOSITES CINCINNATI, LLC	10/27/2020
CORE AUTOMOTIVE TECHNOLOGIES LLC	10/27/2020
HORIZONS PLASTICS INTERNATIONAL INC.	10/27/2020

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	10 S. WACKER DRIVE
Internal Address:	26TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7481741
Patent Number:	6925857

CORRESPONDENCE DATA

Fax Number: (312)863-7867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com JACLYN DI GRANDE - PARALEGAL **Correspondent Name:**

GOLDBERG KOHN LTD. Address Line 1: Address Line 2: 55 E MONROE ST., STE 3300 Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.704	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	01/28/2022	

Total Attachments: 7 source=Core - Patent Security Agreement#page1.tif source=Core - Patent Security Agreement#page2.tif source=Core - Patent Security Agreement#page3.tif source=Core - Patent Security Agreement#page4.tif source=Core - Patent Security Agreement#page5.tif source=Core - Patent Security Agreement#page6.tif source=Core - Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 27th day of October, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 27, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among CORE MOLDING TECHNOLOGIES, INC., a Delaware corporation ("CMT"), CORE COMPOSITES CORPORATION, a Delaware corporation ("Composites"), CORE COMPOSITES CINCINNATI, LLC, a Delaware limited liability company ("Cincinnati", and CORE AUTOMOTIVE TECHNOLOGIES LLC, a Delaware limited liability company ("Technologies") (CMT, Composites, Cincinnati and Technologies, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Agent, Wells Fargo, as lead arranger, and Wells Fargo, as book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 27, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

- **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Patent Collateral</u>"):
- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CORE MOLDING TECHNOLOGIES, INC.

a Delaware corporation

Name: John P. Zimmer

Title: Chief Financial Officer

CORE COMPOSITES CORPORATION

a Delaware corporation

Name: John P. Zimmer

Title: Chief Financial Officer

CORE COMPOSITES CINCINNATI, LLC

a Delaware limited liability company

Name: John P. Zimmer

Title: Chief Financial Officer

CORE AUTOMOTIVE TECHNOLOGIES

LLC

a Delaware limited liability company

Ву:

Name: John P. Zimmer

Title: Chief Financial Officer

HORIZONS PLASTICS INTERNATIONAL

INC., a corporation incorporated under the laws of British Columbia, Canada

Name: John P. Zimmer

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: __

Name:

MATTHEW BAALCH
Its Authorized Signatory

SCHEDULE I to PATENT SECURITY AGREEMENT

Patents

U.S.

Patents

		Pending	Design		
Name	Number	or Issued	or Utility	Issue Date	Duration
Truck Storage Box	D659,074	I	D	May 8, 2012	14 Years
Truck Box Assembly	8,567,650	I	U	Oct. 29, 2013	
Bracket	D702,620	I	D	Apr. 15, 2014	
Ladder and Related Methods	7,481,741	I	U	Jan. 27, 2009	
Solar Panel Supports	D718,228	I	D	Nov. 25, 2014	14 Years
Solar Panel Supports	8,601,755	I	U	Dec. 10, 2013	
Method of determining average length of reinforcing fiber	6,925,857	Ι	U	Aug. 9, 2005	

Canadian

Patents

Name	Applied Design or or Number Issued Hillity Data Duration					
Truck Storage Box	D136850	Ι	D	04-May-11	10 Years	
Bracket for Truck Storage Box	D138615	I	D	04-May-11	10 Years	

Patent Licenses

None.

010-9128-5015/2/AMERICAS PATENT
RECORDED: 01/28/2022 REEL: 058806 FRAME: 0516