

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7200459

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
POLYNT COMPOSITES USA, INC.		02/25/2022
RECEIVING PARTY DATA		
Name:	BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, AS SECURITY AGENT	
Street Address:	ONE CANADA SQUARE	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	E14 5AL	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Patent Number:	9988552	
Patent Number:	10450466	
Patent Number:	6900276	
Patent Number:	6617395	
Patent Number:	7588800	
Patent Number:	8742054	
Patent Number:	8906502	
Patent Number:	8546486	
Patent Number:	8182644	
Patent Number:	8288453	
Patent Number:	8501877	
Patent Number:	8637612	
Patent Number:	9346909	
Patent Number:	8906999	
Patent Number:	10160882	
Patent Number:	11091651	
Application Number:	16889551	
Application Number:	15488251	
Application Number:	16730081	
Application Number:	63257102	

PATENT

CORRESPONDENCE DATA**Fax Number:** (212)751-4864

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: 2129061216**Email:** angela.amaru@lw.com**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU**Address Line 1:** 1271 AVENUE OF THE AMERICAS**Address Line 4:** NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	030385-0528
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/01/2022

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by Polynt Composites USA, Inc., a Delaware corporation, and Reichhold LLC 2, a Delaware limited liability company (collectively the “**Grantors**,” and each, a “**Grantor**”) in favor of BNY Mellon Corporate Trustee Services Limited, in its capacity as security agent pursuant to the Intercreditor Agreement (in such capacity and together with any successors in such capacities, the “**Security Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Security Agent pursuant to which each Grantor granted a security interest to the Security Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Security 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 (including by reference) in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor, hereby grants and pledges to the Security Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties 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**”):

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import the inventions or designs disclosed or claimed therein,
- (iii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and all rights to sue or otherwise recover for infringements or other violations thereof, and
- (iv) all rights corresponding thereto throughout the world, and to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

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

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 Security Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. 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 Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released as provided in the Security Agreement. Upon the termination of this Patent Security Agreement, the Security Agent shall execute all documents that each Grantor shall reasonably request, and perform such other actions reasonably requested by such Grantor, and at such Grantor's sole cost and expense, in each case, to evidence the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

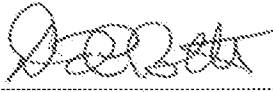
SECTION 7. COUNTERPARTS

This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

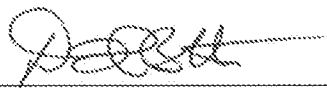
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POLYNT COMPOSITES USA, INC., as a
Grantor

By: 
Name: David Betti
Title: Chief Financial Officer

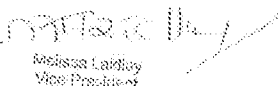
REICHHOLD LLC 2, as a Grantor

By: 
Name: David Betti
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**BNY MELLON CORPORATE TRUSTEE
SERVICES LIMITED,**
as Security Agent

By: _____  Melissa
Name: Melissa Laidley
Title: Vice President Laidley

[Signature Page to Patent Security Agreement]

PATENT
REEL: 059133 FRAME: 0508

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Title	Patent No.	Issue Date
Polynt Composites USA, Inc.	PHENOLIC MODIFIED POLYESTERS AND AQUEOUS DISPERSIONS	9988552	06/05/18
Polynt Composites USA, Inc.	MULTILAYER COATING WITH VISUAL EFFECT	10450466	10/22/19
Polynt Composites USA, Inc.	LOW VOC VINYLESTER RESIN AND APPLICATIONS	6900276	05/31/05
Polynt Composites USA, Inc.	LOW VOC LOW TACK GEL COAT RESIN	6617395	09/09/03
Polynt Composites USA, Inc.	IN-MOLD COATING BY A MULTIPLE STEP INFUSION PROCESS	7588800	09/15/09
Polynt Composites USA, Inc.	POLYESTER-POLYURETHANE HYBRID RESIN MOLDING COMPOSITIONS COMPRISING POLYURETHANE WITH UNITS DERIVED FROM ALIPHATIC ISOCYANATES	8742054	06/03/14
Polynt Composites USA, Inc.	ORGANIC POWDER USEFUL AS THE REPLACEMENT OF MINERAL FILLER IN COMPOSITES	8906502	12/09/14
Polynt Composites USA, Inc.	LOW VOC THERMOSETTING POLYESTER ACRYLIC RESIN FOR GEL COAT	8546486	10/01/13
Polynt Composites USA, Inc.	PROCESS TO IMPROVE THE ADHESION BETWEEN THERMOSETTING LAMINATE AND THERMOPLASTIC SHELL	8182644	05/22/12
Polynt Composites USA, Inc.	PROCESS TO DISPERSE ORGANIC MICROPARTICLES/NANOPARTICLES INTO NON AQUEOUS RESIN MEDIUM	8288453	10/16/12
Polynt Composites USA, Inc.	THERMOSETTING COMPOSITIONS CONTAINING ISOCYANURATE RINGS	8501877	08/06/13
Polynt Composites USA, Inc.	THERMOSETTING COMPOSITIONS CONTAINING ISOCYANURATE RINGS	8637612	01/28/14

Grantor	Title	Patent No.	Issue Date
Polynt Composites USA, Inc.	THERMOSETTING COMPOSITIONS CONTAINING ISOCYANURATE RINGS	9346909	05/24/16
Polynt Composites USA, Inc.	STYRENE-FREE UNSATURATED POLYESTER	8906999	12/09/14
Polynt Composites USA, Inc.	FILLERS	10160882	12/25/18
Polynt Composites USA, Inc.	Acetoacetyl thermosetting resin for gel coat	11091651	08/17/21
Reichhold LLC 2	CURABLE COMPOSITIONS	10000602	06/19/18
Reichhold LLC 2	CURING OF LIQUID THERMOSETTING RESINS	9068045	06/30/15
Reichhold LLC 2	HYBRID CHEMICALLY-PRODUCED TONERS	8034528	10/11/11
Reichhold LLC 2	METHODS FOR MAKING MOLDING RESINS	8110650	02/07/12
Reichhold LLC 2	MOLDING RESINS USING RENEWABLE RESOURCE COMPONENT	7985826	07/26/11
Reichhold LLC 2	POLYESTER TONER RESIN COMPOSITIONS	8034522	10/11/11
Reichhold LLC 2	VINYL CONTAINING COMPOUNDS WITH HIGH HEAT DISTORTION	10544299	01/28/20
Reichhold LLC 2	VINYL-CONTAINING COMPOUNDS AND PROCESSES FOR MAKING THE SAME	10570107	02/25/20
Reichhold LLC 2	VINYL-CONTAINING COMPOUNDS AND PROCESSES FOR MAKING THE SAME	9957243	05/01/18

PATENT APPLICATIONS

Grantor	Title	Application No.	Filing Date
Polynt Composites USA, Inc.	ADDITIVE MANUFACTURING COMPOSITIONS AND METHODS	16889551	6/1/2020
Polynt Composites USA, Inc.	ADHESIVE COMPOSITIONS AND METHODS FOR COATING OBJECTS	15488251	4/14/2017

Grantor	Title	Application No.	Filing Date
Polynt Composites USA, Inc.	RADICALLY POLYMERIZABLE COMPOSITIONS	16730081	12/30/2019
Polynt Composites USA, Inc.	THERMOSETTING COMPOSITIONS FOR ADDITIVE MANUFACTURING	63257102	10/18/2021