

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7407582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIFRAX I LLC	06/29/2022
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1300 THAMES STREET, 4TH FLOOR, THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	11229865
Patent Number:	11203551
Patent Number:	11069885
Patent Number:	10882779
Patent Number:	10745571
Application Number:	17454195
Application Number:	17480603
Application Number:	16970000
Application Number:	16990845
Application Number:	17366479
Application Number:	17104303
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	036608-0121

NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/29/2022
Total Attachments: 6 source=Alkegen - Patent Security Agreement Executed#page1.tif source=Alkegen - Patent Security Agreement Executed#page2.tif source=Alkegen - Patent Security Agreement Executed#page3.tif source=Alkegen - Patent Security Agreement Executed#page4.tif source=Alkegen - Patent Security Agreement Executed#page5.tif source=Alkegen - Patent Security Agreement Executed#page6.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of June 29, 2022 (this “**Patent Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (the “**Pledgor**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), by and among ASP Unifrax Holdings, Inc., a Delaware corporation (the “**Borrower**”, as successor by merger to Ulysses Merger Sub, Inc.), Ulysses Parent, Inc., a Delaware corporation, the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to the First Lien Security Agreement of even date with the Credit Agreement (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 Pledgor is 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 Credit Agreement, the 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 Credit Agreement.

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, the 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 Pledgor hereby acknowledges and affirms 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. The 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. 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 Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

UNIFRAX I LLC,
a Delaware limited liability company

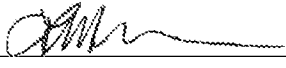
By: 

Name: Scott Horrigan

Title: Vice President

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____
Name: Lisa Hanson
Title: Authorized Signatory

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Patent Title	Application Number File Date	Patent Number Grant Date	Status	Owner
Method and apparatus for joining together modular candle filters	17326582 5/21/2021	11229865 1/25/2022	Issued	Unifrax I LLC
Low biopersistence inorganic fiber free of crystalline silica	16152878 10/5/2018	11203551 12/21/2021	Issued	Unifrax I LLC
Silicon-based anode material for lithium ion battery	16130778 9/13/2018	11069885 7/20/2021	Issued	Unifrax I LLC
Inorganic fiber	15990237 5/25/2018	10882779 1/5/2021	Issued	Unifrax I LLC
Fire Protective Compositions and Associated Methods	16415739 5/17/2018	10745571 8/18/2020	Issued	Unifrax I LLC

United States Patent Applications:

Patent Title	Application Number File Date	Status	Owner
Crystalline silica free low biopersistence inorganic fiber	17454195 11/9/2021	Pending	Unifrax I LLC
Homogeneous catalytic fiber coatings and methods of preparing same	17480603 9/21/2021	Pending	Unifrax I LLC
Plasma fiberization	16970000 8/14/2020	Pending	Unifrax I LLC
Fire Protective Compositions and Associated Methods	16990845 8/11/2020	Pending	Unifrax I LLC
Silicon-based anode material for lithium ion battery	17366479 7/2/2021	Pending	Unifrax I LLC

Patent Title	Application Number File Date	Status	Owner
Inorganic fiber	17104303 11/25/2020	Pending	Unifrax I LLC