

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7497885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TCW ND INTERMEDIATE HOLDINGS, LLC	08/01/2022
NAVISTAR DEFENSE, LLC	08/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FUNDING IV TRUST
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7823933
Patent Number:	8413567
Patent Number:	8973482
Patent Number:	D703101
Patent Number:	8888166
Patent Number:	8550535
Patent Number:	8770086
Patent Number:	9038523
Patent Number:	9562750
Patent Number:	9321492
Patent Number:	11255642
Application Number:	16845874
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)610-6200
<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>	
<b>Phone:</b>	7036106100
<b>Email:</b>	dctrademark@hoganlovells.com
<b>Correspondent Name:</b>	GRETA D. FELDMAN OF HOGAN LOVELLS US LLP
<b>Address Line 1:</b>	8350 BROAD STREET, 17TH FLOOR

PATENT

<b>Address Line 2:</b>	ATTN: BOX INTELLECTUAL PROPERTY
<b>Address Line 4:</b>	TYSONS, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	036639.000163
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<b>NAME OF SUBMITTER:</b>	GRETA D. FELDMAN OF HOGAN LOVELLS US LLP
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<b>SIGNATURE:</b>	/Greta D. Feldman/
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<b>DATE SIGNED:</b>	08/22/2022
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 1st day of August, 2022 by and among **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **TCW ND INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **NAVISTAR DEFENSE, LLC**, a Delaware limited liability company ("Navistar") together with Holdings and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement, by and between Agent, the Lenders, the Grantors and the other parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, or anything else herein to the contrary, the Intellectual Property Collateral shall not include any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

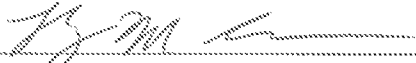
The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

TCW ND INTERMEDIATE HOLDINGS,  
LLC  
NAVISTAR DEFENSE, LLC

By:   
Name: Ryan Garner  
Title: Chief Financial Officer

Addresses:

Navistar Defense, LLC  
2601 Navistar Drive  
Lisle, IL 60532  
Attn: Stacey Prange and Ryan Garner  
E-Mail: [stacey.prange@navistardefense.com](mailto:stacey.prange@navistardefense.com)  
and [ryan.garner@navistardefense.com](mailto:ryan.garner@navistardefense.com)

TCW ND Intermediate Holdings, LLC  
c/o TCW Asset Management Company LLC  
200 Clarendon Street, 51st Floor  
Boston, Massachusetts 02116  
Attn: Jason Andreotes  
Facsimile: 617-948-2003  
E-Mail: [jason.andreotes@tcw.com](mailto:jason.andreotes@tcw.com)

**AGENT:**

**MIDCAP FUNDING IV TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

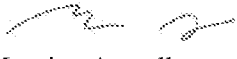
By:  \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

EXHIBIT B

## Patents

<b>Title Or Mark</b>	<b>Status</b>	<b>Filing Date</b>	<b>Application Serial Number</b>	<b>Patent Or Registration Number</b>	<b>Date Issued Or Abandoned</b>	<b>Country Or State</b>
Rotating Disk Actuation System For Vehicle Door Latches	Issued	8/1/2007	11/832022	7823933	11/2/2010	US
VEHICLE ARMOR	Issued	4/28/2011	13/096583	8413567	4/9/2013	US
SUSPENDED FLOOR DEVICE	Issued	7/26/2011	14/233425	8973482	3/10/2015	US
VEHICLE EXTERIOR	Issued	9/1/2012	29/431058	D703101	4/22/2014	US
Load transfer device	Issued	3/21/2013	13/848417	8888166	11/18/2014	US
TAPER DOOR CONNECTOR STRATEGY	Issued	8/28/2012	13/596584	8550535	10/8/2013	US
BLAST PROTECTION ATTACHMENT	Issued	8/31/2012	13/601389	8770086	7/8/2014	US
VEHICLE FLOOR	Issued	8/13/2013	13/965387	9038523	5/26/2015	US
VEHICLE FLOOR	Issued	4/8/2015	14/681842	9562750	2/7/2017	US
CARGO BED HAVING SELF-ALIGNING SIDE WALL PANELS	Issued	7/23/2014	14/338463	9321492	4/26/2016	US
BLAST-RESISTANT ESCAPE WINDOW	Pending	4/10/2020	16845874			US
ARMORED VEHICLE CAB	Issued	10/7/2020	17065207	11255642	2/22/2022	US

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RECORDED: 08/22/2022