

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7694420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COLLATERAL ASSIGNMENT OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
MICROPOROUS, LLC	12/14/2022
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16874484
Application Number:	17136325
CORRESPONDENCE DATA	
Fax Number:	(216)579-0212
<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>	
Phone:	216-586-3939
Email:	mippolito@jonesday.com, mmisitigh@jonesday.com
Correspondent Name:	MORGAN C. IPPOLITO
Address Line 1:	901 LAKESIDE AVENUE
Address Line 2:	NORTH POINT
Address Line 4:	CLEVELAND, OHIO 44114
NAME OF SUBMITTER:	MELANIE H. MISITIGH
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/14/2022
Total Attachments: 5	
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COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of December 14, 2022 (“Agreement”), between Microporous, LLC, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and KeyBank National Association, as Administrative Agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement, dated as of December 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MP Assets Corporation, a Delaware corporation (the “U.S. Borrower”), SASR Zweiundfünfzigste Beteiligungsverwaltung GmbH, an Austrian limited liability company, and Microporous GmbH, an Austrian limited liability company (individually or collectively as the context may require, the “Austrian Borrower” and together with the U.S. Borrower, each individually a “Borrower” and collectively, the “Borrowers”), the lenders party thereto (the “Lenders”), the other parties party thereto from time to time and the Administrative Agent, which amends and restates that certain Credit Agreement, dated as of December 19, 2013, by and among the Borrowers, the Lenders and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 19, 2013 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;
- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all goodwill related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MICROPOROUS, LLC, as an Assignor

By: 

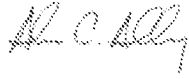
Name: John Reeves

Title: Chief Executive Officer and President

Signature Page to Collateral Assignment of Patents

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Andrew Ashley
Title: Director

Schedule A
to Collateral Assignment of Patents

Patents

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>
Microporous, LLC	APPLICATION OF LIGNOSULFONATES AND HIGH SURFACE AREA CARBON ON BATTERY SEPARATOR COMPONENT FOR HIGH CHARGE ACCEPTANCE IN ENHANCED FLOODED AND VRLA AGM BATTERIES	U.S.	16/874,484	5/14/2020		
Microporous, LLC	BATTERY SEPARATOR CONFIGURED FOR REDUCING ACID STRATIFICATION FOR ENHANCED FLOODED BATTERIES	U.S.	17/136,325	12/29/2020		