

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL
CONVEYING PARTY DATA	
Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.	03/31/2023
RECEIVING PARTY DATA	
Name:	LYDALL, INC.
Street Address:	600 RIVERWALK PARKWAY
Internal Address:	SUITE 120
City:	TONAWANDA
State/Country:	NEW YORK
Postal Code:	14150
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10640057
Patent Number:	10344426
Patent Number:	10604087
Patent Number:	10144367
Patent Number:	8637414
Application Number:	16945193
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<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:	susan.zablocki@kirkland.com
Correspondent Name:	SUSAN ZABLOCKI
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Address Line 2:	601 LEXINGTON AVENUE
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ATTORNEY DOCKET NUMBER:	46320-1
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	03/31/2023

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

This **PARTIAL RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL** (the “Release”) is dated as of March 31, 2023 and made by 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”) in favor of LYDALL, INC., a Delaware corporation (the “Pledgor”). Capitalized terms used, but not otherwise defined herein have the meanings assigned to them in the Patent Security Agreement, the Security Agreement, or the Credit Agreement (each as defined below), as applicable.

WITNESSETH

WHEREAS, ASP Unifrax Holdings, Inc., a Delaware corporation, Ulysses Parent, Inc., a Delaware corporation, certain other guarantors from time to time, certain lenders and issuing banks from time to time, and certain agents, including the Collateral Agent, entered into 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”);

WHEREAS, the Pledgor is a party to that certain 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;

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered to the Collateral Agent that certain First Lien Patent Security Agreement, dated as of October 1, 2021 (the “Patent Security Agreement”) and recorded with the United States Patent and Trademark Office on October 1, 2021 at Reel/Frame No. 57683/0044, pursuant to which the Pledgor pledged and granted 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 the Pledgor in, to and under the Patent Collateral;

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the “IP Assignment Agreement”), by the Pledgor and Lydall Thermal/Acoustical, Inc., a Delaware corporation (“TAS”), in favor of L International IP Holdings, LLC, a Delaware limited liability company (“Buyer IP Holdco”), the Pledgor and TAS agreed to sell, assign, transfer, convey and deliver (the “IP Sale”; the Proceeds of the IP Sale that are paid or payable to or for the benefit of the Pledgor or any of its Affiliates in connection with the IP Sale, including any and all cash proceeds, are hereinafter referred to as the “IP Sale Proceeds”) to Buyer IP Holdco certain Assigned IP (as defined in the IP Assignment Agreement as in effect on the date hereof);

WHEREAS, the Patent Collateral includes certain of the Assigned IP, specifically the patents and patent applications set forth in Schedule 1 attached hereto and incorporated herein by this reference (collectively, the “Assigned Patents”);

WHEREAS, the Collateral Agent has agreed to release its Lien on and security interest in all of the right, title and interest in, to and under the Assigned Patents, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto, and (iv) all Proceeds (as defined in the Patent Security Agreement) of any and all of the foregoing (other than, for the avoidance of doubt, the IP Sale Proceeds) (collectively, the “Released”

Patent Collateral”), and to reconvey any and all of its right, title, and interest in, to and under the Released Patent Collateral to the Pledgor; and

WHEREAS, the security interest in the remaining Patent Collateral (including, for the avoidance of doubt, all patents and patent applications listed in Schedule 1 to the Patent Security Agreement other than the Assigned Patents and all other Patent Collateral that does not constitute Released Patent Collateral) granted to the Collateral Agent pursuant to the Patent Security Agreement and the security interest in all of the IP Sale Proceeds granted to the Collateral Agent pursuant to the Patent Security Agreement and the other Security Documents (all of the foregoing, collectively, the “Remaining Collateral”) will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby unconditionally and irrevocably, without recourse, representation, or warranty of any kind or nature, for the benefit of the Pledgor (and its successors and assigns), (i) releases, terminates, cancels, relinquishes, and forever discharges, in its entirety, its Lien on and security interest in all right, title and interest in, to and under the Released Patent Collateral, and (ii) retransfers, reassigns, and reconveys to the Pledgor any right, title and/or interest the Collateral Agent may have in, to or under the Released Patent Collateral. The Collateral Agent shall retain its security interest in all Remaining Collateral.

This Release shall be construed in accordance with and governed by the law of the State of New York.

The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

PATENTS

Title	Country	App. No.	Status	Patent No.	Owner
Heat Shield with Retention Feature	US	16/061,602	Issued	10,640,057	Lydall, Inc.
Oleophobic Insulating Shield and Method of Making	US	15/072,651	Issued	10,344,426	Lydall, Inc.
Electrically Conducting Textile for Automobiles	US	16/945,193	Pending		Lydall, Inc.
HEAT SHIELD WITH SEALING MEMBER	US	15/573,037	Issued	10,604,087	Lydall, Inc.
Molded and Shaped Acoustical Insulating Vehicle Panel and Method of Making the Same	US	12/285,082	Issued	10,144,367	Lydall, Inc.
Gradient Density Padding Material for Acoustic Applications	US	10/419,765	Issued	8,637,414	Lydall, Inc.