

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8189009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REGIONS BANK, AS ADMINISTRATIVE AGENT	09/26/2023
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	300 S. TRYON STREET, SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	RE42165
Patent Number:	7202290
CORRESPONDENCE DATA	
Fax Number:	(704)444-8857
<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:	7043432000
Email:	twitcher@mcguirewoods.com
Correspondent Name:	TERRY L. WITCHER, SENIOR PARALEGAL
Address Line 1:	MCGUIREWOODS LLP
Address Line 2:	201 N. TRYON STREET, SUITE 3000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
NAME OF SUBMITTER:	TERRY L. WITCHER
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	09/26/2023
Total Attachments: 4	
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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Assignment**”), dated as of September 26, 2023, is by **REGIONS BANK**, in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **BARINGS FINANCE LLC**, a Delaware limited liability company, acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”), having a principal office located at 300 S. Tryon Street, Suite 2500, Charlotte, North Carolina 28202. Capitalized terms used but not defined herein shall have the meaning set forth in the Patent Security Agreement (as defined below).

RECITALS:

WHEREAS, **PRI ASPHALT TECHNOLOGIES, LLC** (formerly known as **PRI Asphalt Technologies, Inc.**), as “**Grantor**”, and Retiring Agent are parties to that certain Notice of Security Interest in Intellectual Property, dated March 2, 2023 (the “**Patent Security Agreement**”) pursuant to which Debtor granted and pledged to the Retiring Agent a continuing security interest in the Patent Collateral, including the United States Patents identified on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Amendment No. 8 to Credit Agreement by and among, among others, the Retiring Agent and the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Patent Security Agreement in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby irrevocably assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Patent Security Agreement, including, for the avoidance of doubt, its lien on and security interest in the Patent Collateral (including the United States Patents identified on Exhibit A) and all such rights, powers, privileges and duties of the Retiring Agent under the Patent Security Agreement.

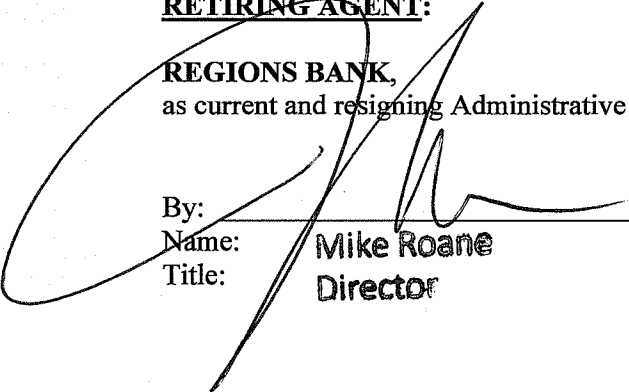
This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes. This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

REGIONS BANK,
as current and resigning Administrative Agent

By: 
Name: **Mike Roane**
Title: **Director**

SUCCESSOR AGENT:

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Scott Chappell
Title: Managing Director

EXHIBIT A
to
Notice of Assignment of Security Interest in Intellectual Property

TITLE	REG (APP) NO.	REG (APP) DATE	OWNER
Modified asphalt compositions	RE42165	2/22/2011	PRI Asphalt Technologies, LLC (formerly known as PRI Asphalt Technologies, Inc.)
Modified asphalt compositions	7202290	4/10/2007	PRI Asphalt Technologies, LLC (formerly known as PRI Asphalt Technologies, Inc.) and Westlake Longview Corporation