

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI198571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNIROYAL ENGINEERED PRODUCTS, LLC	04/29/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	FRONTWELL CAPITAL PARTNERS INC.
<b>Street Address:</b>	200 Bay Str. 10 Fl, North Tower, District 1
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2J2
<b>PROPERTY NUMBERS Total: 19</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	06926428
Application Number:	07563235
Application Number:	07636357
Application Number:	07335001
Application Number:	07212550
Application Number:	07239150
Application Number:	07335004
Application Number:	07375764
Application Number:	07106191
Application Number:	07115802
Application Number:	07146468
Application Number:	07046598
Application Number:	06624899
Application Number:	06787878
Application Number:	06702531
Application Number:	06618631
Application Number:	06565266
Application Number:	06367714
Application Number:	07116137

**CORRESPONDENCE DATA****Fax Number:** 7037125050

*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.*

**Phone:** 7037125000**Email:** patents@McGuireWoods.com**Correspondent Name:** McGuireWoods LLP**Address Line 1:** 1750 Tysons Boulevard Suite 1800**Address Line 4:** Tysons, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	2084678-0003
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<b>NAME OF SUBMITTER:</b>	CRYSTAL KIM
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<b>SIGNATURE:</b>	CRYSTAL KIM
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<b>DATE SIGNED:</b>	04/29/2024
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**Total Attachments: 9**

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**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this “Agreement”) is dated as of April 29, 2024, between **UNIROYAL ENGINEERED PRODUCTS, LLC**, a Delaware limited liability company (“Grantor”) and **FRONTWELL CAPITAL PARTNERS INC.** (“Lender”), in connection with the Credit Agreement described below.

**RECITALS:**

**WHEREAS**, Grantor is indebted to Lender pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement), among Grantor (together with each other Person who joins thereto as a borrower from time to time, collectively and individually, the “Borrower”), the other Loan Parties from time to time party thereto, and Lender;

**WHEREAS**, in connection with the Credit Agreement, the Grantor and the other Loan Parties have entered into the Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Lender;

**WHEREAS**, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Patent Collateral (as defined below); and

**WHEREAS**, this Agreement is made to secure the Secured Obligations (defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Lender.

**NOW, THEREFORE**, for valuable consideration hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION**

1.1. **Definitions.** Initially capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement and the rules of construction set forth in Section 1.4 of the Credit Agreement should apply to this Agreement. As used herein, the following terms have the meanings set forth below:

“**Patents**”: any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States patents, patent applications and patent licenses, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions, (b) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the foregoing, including payments under all licenses entered into in connection with the foregoing and damages, claims, payments and recoveries for past, present or future infringement and (c) any rights to sue for past, present and future infringements of the foregoing.

“**Patent License**”: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Patent (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution

agreement relating to goods or services covered by one or more patents and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

“Secured Obligations”: all “Obligations” as defined in the Credit Agreement.

## SECTION 2. PATENT COLLATERAL

2.1. Grant of Security Interest in Patent Collateral. To secure the Secured Obligations, Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents to which it is a party including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License.

2.2. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Lender 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 of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

2.3. Authorization to Supplement. If Grantor has or obtains rights to any Patents not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto and such Patents shall automatically constitute Patent Collateral hereunder. Grantor shall give prompt notice in writing to Lender with respect to any such additional Patents. Without limiting Grantor’s obligations under this Section 2.3, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such additional Patents. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender’s continuing security interest in all Patent Collateral, whether or not listed on Schedule I. Lender will make reasonable efforts to provide copies of such amended Schedule I to Grantor; *provided* that Lender’s failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective.

## SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance of Patents. Except as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Patent Collateral, Grantor shall, until payment in full in cash and performance in full of all the Obligations (a) use commercially reasonable efforts to prosecute any patent application pending as of the date hereof or thereafter to the extent determined by Grantor to be useful or necessary in its business, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Patent set forth in Schedule I, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of incontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the

United States Patent and Trademark Office. Except as permitted under the Credit Agreement or as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Patent Collateral, Grantor also agrees to preserve and maintain all rights in the Patent Collateral to the extent determined by Grantor to be useful or necessary in its business. Except as permitted under the Credit Agreement or as would not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Patent Collateral, Grantor shall not, without Lender's prior written consent (to be given or withheld in Lender's Permitted Discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Patent listed in Schedule I, to the extent determined by Grantor to be useful or necessary in its business, or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Patent License which Grantor has determined is useful or necessary in its business. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Lender under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Patents. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future material Patents, (b) use its commercially reasonable efforts to detect material infringements of such Patents and promptly advise Lender in writing of material infringements detected and (c) not allow any Patents to be abandoned, forfeited or dedicated to the public, in each case, except as such action would not reasonably be expected to have a Material Adverse Effect or is otherwise permitted under the Credit Agreement. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Patent Collateral without the prior written consent of Lender, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Lender shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Patent Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration related to the Patent Collateral that could be reasonably expected to have a Material Adverse Effect, must be approved, in writing, by Lender (which approval must not be unreasonably withheld), whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any reasonable and documented expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Lender shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by applicable law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Lender in full for all reasonable and documented expenses, including the reasonable and documented out-of-pocket fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Patent Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the Prime Rate plus the Applicable Margin.

#### SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document.

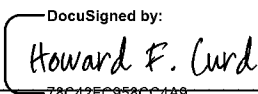
This Agreement, together with the Credit Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of New York. To the extent not prohibited by applicable law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Credit Agreement, the terms of Sections 10.2, 10.3, 10.4 and 10.5 of the Credit Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

UNIROYAL ENGINEERED PRODUCTS, LLC,  
a Delaware limited liability company

By:    
Name: Howard F. Curd  
Title: President

Acknowledged and Agreed to as of the date hereof:

**LENDER:**

**FRONTWELL CAPITAL PARTNERS INC.**

By: 

Name: Patrick Dalton

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 067260 FRAME: 0319**



**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

<b>Ref.</b>	<b>Description</b>	<b>Application No.</b>	<b>Application Filing Date</b>	<b>Patent No.</b>	<b>Issue Date of Patent</b>	<b>Juris.</b>
1.	Adhesive For Bonding Cured EPDM Rubber	06926428	11/03/1986	RE32634	03/29/1988	US
2.	Aqueous Polyurethane Dispersion Synthesis For Adhesive Thermoforming Applications	07563235	08/06/1990	5155163	10/13/1992	US
3.	Production of Radiation Cured Elastomer Coated Passive Restraint Device	07636357	12/26/1990	5076975	12/31/1991	US
4.	Braided Fabric Structure For Seamless Fabric Confinements	07335001	04/07/1989	5046759	09/10/1991	US
5.	Production of Passive Restraint Device	07212550	06/28/1988	4994225	02/19/1991	US
6.	Flame Retardant Fabric Structure	07239150	08/31/1988	4987026	01/22/1991	US
7.	Conformable Abrasive Article	07335004	04/07/1989	4966609	10/30/1990	US
8.	Multi-Layer Electrically Conductive Article	07375764	07/05/1989	4954389	09/04/1990	US

Schedule I to Patent Security Agreement

Ref.	Description	Application No.	Application Filing Date	Patent No.	Issue Date of Patent	Juris.
9.	Process For Making Multilayered, Formable Laminates	07106191	10/07/1987	4892700	01/09/1990	US
10.	Polyurethane Adhesive Thermoforming Lamination Process Employing Water Based	07115802	11/02/1987	4853061	08/01/1989	US
11.	Adhesive For Bonding Cured EPDM Rubber Containing A Crosslinked Halogenated Butyl Rubber	07146468	01/21/1988	4851462	07/25/1989	US
12.	Water-Based Thermoforming Adhesives	07046598	05/05/1987	4762880	08/09/1988	US
13.	Antistatic Foamed Polymer Composition	06624899	06/27/1984	4629585	12/16/1986	US
14.	Laminated Fabric Structure Containing Microspheres and Process For Making Same	06787878	10/16/1985	4610923	09/09/1986	US
15.	Adhesive For Bonding Cured EPDM Rubber	06702531	02/19/1985	4603164	07/29/1986	US
16.	Antistatic Thermoplastic Composition Comprising A Graft Polymer,	06618631	06/08/1984	4592861	06/03/1986	US

Schedule I to Patent Security Agreement

**PATENT**  
**REEL: 067260 FRAME: 0321**

Ref.	Description	Application No.	Application Filing Date	Patent No.	Issue Date of Patent	Juris.
	Halogenated Thermoplastic Polymer and Conductive Carbon Black					
17.	Adhesive For Bonding Cured EPDM Rubber	06565266	12/27/1983	4501842	02/26/1985	US
18.	Low Smoke Plasticized Polyvinyl Chloride	06367714	04/12/1982	4464502	08/07/1984	US
19.	PASSIVE RESTRAINT SYSTEMS FOR VEHICLE OCCUPANTS	05214947	01/03/1972	3807754	04/30/1974	US
20.	A Nozzle Tip Design For A Dispenser of Sealant or Adhesive	07116137	11/02/1987	D310635	09/18/1990	US

Schedule I to Patent Security Agreement