

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI247203

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Amendment No. 5)
CONVEYING PARTY DATA	
Name	Execution Date
Garrett Transportation I Inc.	05/21/2024
RECEIVING PARTY DATA	
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	4 Chase Metrotech Center
Internal Address:	Mail Code: NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	17447866
Application Number:	17460088
Application Number:	17482107
Application Number:	17500591
Application Number:	17525666
Application Number:	17541520
Application Number:	17645458
Application Number:	17661062
Application Number:	17686969
Application Number:	17694400
Application Number:	17808137
Application Number:	17869633
Application Number:	18322642
Application Number:	18326277
CORRESPONDENCE DATA	
Fax Number:	
<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:	8007130755

Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
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SIGNATURE:	Michael Violet
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DATE SIGNED:	05/21/2024
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Total Attachments: 7

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PATENT SECURITY AGREEMENT dated as of May 21, 2024 (this “Agreement”), between Garrett Transportation I Inc. (the “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Grantors party thereto, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the U.S. Collateral Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Collateral Agreement”), among Holdings, the U.S. Co-Borrower, the other U.S. Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Patents listed on Schedule I hereto (including all income, royalties, damages, license fees and payments now or hereafter due or payable under such Patents, including damages or payments for past or future infringements or other violations thereof, and the right to sue for past, present, and future infringements or other violations of such Patents), subject to the exclusions set forth in Section 4.01(d) of the U.S. Collateral Agreement (collectively, the “Patent Collateral”).

SECTION 3. U.S. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the U.S. Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor and the Administrative Agent hereby acknowledge and affirm that the rights and remedies of the parties with respect to the Patent Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of

a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

GARRETT TRANSPORTATION I INC.,
as Grantor

DocuSigned by:
By: Anthony Lodato
C8388179EE024E8...
Name: Anthony Lodato
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 067485 FRAME: 0742

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

GARRETT TRANSPORTATION I INC.,
as Grantor

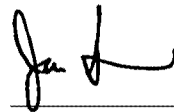
By:

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:



Name: James Shender

Title: Executive Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 067485 FRAME: 0743

SCHEDULE I

Patents

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Garrett Transportation I Inc.	Turbomachine with e-machine housing thermal fluid retainer member	17447866	09/16/2021	11959493	04/16/2024
2.	Garrett Transportation I Inc.	Active surge suppression through dynamically controlled actuated turboshaft speed	17460088	08/27/2021	11788460	10/17/2023
3.	Garrett Transportation I Inc.	Adaptive fuel and charge consumption estimation in powertrain systems	17482107	09/22/2021		
4.	Garrett Transportation I Inc.	Fault model editor and diagnostic tool	17500591	10/13/2021		
5.	Garrett Transportation I Inc.	System and method for on-line recalibration of control systems	17525666	11/12/2021	11732670	08/22/2023
6.	Garrett Transportation I Inc.	Turbocharger turbine wheel	17541520	12/03/2021	11885238	01/30/2024
7.	Garrett Transportation I Inc.	Rotor assembly for turbomachine having electric motor with solitary solid core permanent magnet	17645458	12/22/2021	11979062	05/07/2024
8.	Garrett Transportation I Inc.	Electrical connector arrangement for electronic component of turbomachine	17661062	04/28/2022		
9.	Garrett Transportation I Inc.	Using battery system parameters to estimate battery life expectancy within electric and hybrid electric vehicles	17686969	03/04/2022		
10.	Garrett Transportation I Inc.	Non-selfish traffic lights passing advisory systems	17694400	03/14/2022		
11.	Garrett Transportation I Inc.	Stainless steel alloys, turbocharger components formed from the stainless steel alloys, and methods for manufacturing the same	17808137	06/22/2022		
12.	Garrett Transportation I Inc.	Flow estimation for secondary air system	17869633	07/20/2022	11698014	07/11/2023

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
13.	Garrett Transportation I Inc.	E-machine with a cooling system including manifold member for spray of stator cooling fluid	18322642	05/24/2023		
14.	Garrett Transportation I Inc.	E-machine with a cooling system including sprayer arrangement	18326277	05/31/2023		