

12-04-1998

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PATENT



100912852

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Conveyance Type

☐ Assignment

☒ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

U.S. Government

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☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Starcraft Corporation

Execution Date
Month Day Year
 10-30-98

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Foothill Capital Corporation

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 11111 Santa Monica Boulevard

Address (line 2) Suite 1500

Address (line 3) Los Angeles

City

CA

USA

State/Country

90025-3333

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT
REEL: 9605 FRAME: 0557

Correspondent Name and Address

Area Code and Telephone Number

Name

Federal Research Corp

Address (line 1)

Suite 161

Address (line 2)

400 Seventh St NW

Address (line 3)

Washington DC 20004

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

4

Application Number(s) or Patent Number(s)

☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

540107250023254295659D283416If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

1600

Method of Payment:
Deposit Account

Enclosed

☒

Deposit Account

☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.

Sharon S. McMahan

Sharon S. McMahan

11/25/98

Name of Person Signing

Signature

Date

PATENT MORTGAGE

THIS PATENT MORTGAGE (this "Mortgage"), made as of the 30th day of October, 1998 by and between Starcraft Corporation, an Indiana corporation ("Starcraft"), and Foothill Capital Corporation, an California corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among Starcraft Automotive Group, Inc. ("SAG"), National Mobility Corporation ("NMC"), Starcraft, Imperial Automotive Group, Inc. ("IAG") and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make certain loans to SAG and NMC, and to extend certain other financial accommodations to or for the benefit of SAG and NMC;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Starcraft and Lender agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Starcraft hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Starcraft's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. Starcraft represents and warrants that the Patents listed on Schedule A constitute all of the federally registered Patents now owned by Starcraft. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Starcraft shall obtain any new federally registered Patents, Starcraft shall give Lender prompt

written notice thereof. Starcraft hereby agrees that, upon Lender's written request, Starcraft will execute and deliver to Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Patents owned by Starcraft.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Lender shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Starcraft, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Starcraft acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Patents, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Starcraft and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

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

STARCRAFT CORPORATION
("Starcraft")

By Michael H. Schlaff
Its President

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION
("Lender")

By Brenda B. Jernan
Its SVP

SCHEDULE A

PATENTS

Patent Description	U.S. Patent No.	Issue Date
Tethered Seat Back for Preventing Rearward Movement of a Seat Back During a Vehicle Read-End Collision	5401072	3/28/95
Steerable Self Supporting Trailer	4295659	10/20/81
Boat Hull	D283416	4/15/86
Fluid Storage Tank for fold-down trailer	5002325	

PATENT APPLICATIONS

Patent Application Description	U.S. Patent Application No.	Date Applied
None		