

08-01-2002



102174507

RECORDATION COVER SHEET

PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office

OFFICE OF PATENT
JUL 25 PM 2:05
FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New **7-25-02**
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☒ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☒ Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1) FINDLAY INDUSTRIES, INC.

06/27/2002

Name (line 2)

Second Party

Name (line 1) FINDLAY INDUSTRIES LIMITED

Execution Date
Month Day Year

06/27/2002

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) GMAC BUSINESS CREDIT, LLC

Name (line 2)

Address (line 1) 3000 TOWN CENTER

Address (line 2) SUITE 280

Address (line 3) SOUTHFIELD

MI

48226

City

State/Country

Zip Code

☐ 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.)

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)

FOR OFFICE USE ONLY

07/31/2002 GTON11 00000097 5327629

01 FC:581

840.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 013128 FRAME: 0240

Correspondent Name and Address

Area Code and Telephone Number

(313) 465-7270

Name HONIGMAN MILLER SCHWARTZ AND COHN LLP

Address (line 1) VERONICA CRABTREE

Address (line 2) 2290 FIRST NATIONAL BUILDING

Address (line 3) DETROIT, MI 48226

Address (line 4)

Pages

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

10

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)

5190348

5180460

5082716

5603271

5568961

5566631

5540163

5486256

5456780

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was
igned 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.

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 840.00

Method of Payment:

Enclosed ☒Deposit Account ☐

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:

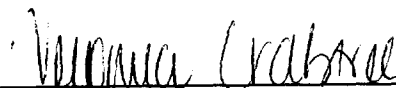
Yes ☐NO ☐

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.

VERONICA CRABTREE

Name of Person Signing



Signature

July 24, 2002

Date

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1) FINDLAY INDUSTRIES de MEXICO S. de R.L. de C.V.

06272002

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ 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.)

☐ 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.)

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)

5327629

5322341

5294182

5253401

5217278

6364976

6156682

5942321

5073429

5070799

5007976

4996090

PATENT

REEL: 013128 FRAME: 0242

**INTELLECTUAL PROPERTY SECURITY
AGREEMENT AND COLLATERAL ASSIGNMENT**

GMAC BUSINESS CREDIT, LLC, as Agent for the Lenders, with a place of business at 3000 Town Center, Suite 280, Southfield, Michigan 48075 ("Agent") and **FINDLAY INDUSTRIES, INC., FINDLAY INDUSTRIES LIMITED and FINDLAY INDUSTRIES de MEXICO S. de R.L. de C.V.**, all with a principal place of business at 4000 Fostoria Road, Findlay, OH 45840 (collectively "Borrowers") enter into this Agreement on June 27, 2002.

Borrowers have entered into a Loan and Security Agreement (the "Loan Agreement") with Lender Group under which Lender Group has agreed to make certain loans and extensions of credit available to Borrowers. The Lender Group is willing to make such loans under the Loan Agreement upon the condition, among others, that Borrowers execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement (and all agreements referred to or incorporated in the Loan Agreement) is incorporated by this reference. All capitalized terms, not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. **Collateral Assignment of Trademarks, Copyrights and Patents.** To secure the prompt payment and performance of all of Borrowers' present and future indebtedness and Obligations to Lenders (collectively, the "Debt"), each Borrower hereby grants to Agent (for the benefit of the Lenders) a continuing security interest in all right, title and interest, in the United States and throughout the world, in, to, and under the following (all of which are collectively referred to the "Collateral") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all United States and foreign copyrights, registered or unregistered, in and to all copyrightable works including all registrations and applications therefor and all licenses thereof and (a) any renewals or extensions of the registrations therefor that may be secured under the laws or hereafter in effect in the United States or any other country or countries, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all United States and foreign patents and patent applications, now owned or hereafter acquired by Borrower, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (c) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by Borrower, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (a) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (b) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights").

3. **Continuing Liability.** Borrowers expressly agree that, notwithstanding anything to the contrary in this Agreement, they shall remain liable under each license, interest and obligation assigned to the Agent under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrowers and shall retain the right to sue and recover for past, present and future infringements thereof. The Lender Group shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Agent or the receipt by the Agent of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of Borrowers thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Borrowers agree that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon

Borrowers or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem reasonable, for cash or on credit or for future delivery without assumption of any credit risk, and the Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Agent in its sole discretion shall determine, Borrowers remaining liable for any deficiency therein. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrowers, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Borrowers waive all the claims, damages and demand against the Lender Group arising out of the repossession, retention or sale of the Collateral. Borrowers agree that the Agent need not give more than 10 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, Borrowers obtain any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Agent is hereby authorized to amend Schedule 1 and refile this Agreement as appropriate.

6. **Power of Attorney.** From and after the occurrence of any Event of Default (after any applicable grace or cure periods), Borrowers hereby authorize the Agent to make, constitute and appoint any officer or agent of the Agent as the Lender may select, in the Agent's sole discretion, as Borrowers' true and lawful attorney-in-fact, with power (i) to endorse Borrowers' names (as applicable) on all applications, documents, papers and instruments necessary or desirable for the Agent in the perfection of a security interest in the Collateral; and (ii) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This power of attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between Borrowers and the Lender Group have been terminated and Lender Group has no further obligation to make loans to Borrowers.

7. **Specific Performance; Injunctive Relief.** Borrowers agree that, in addition to all other rights and remedies granted to Agent in this Agreement, the Loan Agreement and any other collateral security document, Agent shall be entitled to specific performance and injunctive and other equitable relief, and Borrowers further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Agent to exercise rights and remedies under Sections 4 and 5 hereof, upon an Event of Default, Borrowers shall permit Agent reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods), Agent, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of Borrowers and for the sale and use of any assets of Borrowers in which Agent has a security interest (whether now or in the future), for the benefit of the Lender.

9. **Representation and Warranties.** Each Borrower as applicable represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by Borrower or (ii) licensed to or by Borrower (together with the terms of such licenses). Each Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrower is listed as an inventor. Except as set forth in Schedule 1, Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its business as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither Borrowers nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in the Schedule 1, none of the Collateral infringes upon or misappropriates, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the business as now conducted or as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Borrowers' rights in and to the Collateral. Borrowers have taken all action necessary or desirable to protect the Collateral and will continue to take such action prior to Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1. Each Borrower further agrees that it will at its expense, at the Agent's request, defend the Agent's and Borrower's interests in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement.

10. **Restrictions on Future Agreements.** Borrowers agree that until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated and Lender Group has no further obligation to make loans to Borrowers, they will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrowers' obligations under this Agreement and Borrowers further agree that they will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to Agent under this Agreement.

11. Covenants Regarding Collateral.

(a) Except as to Collateral which the applicable Borrower in its reasonable judgment determines to be in its best interests to abandon or not to enforce or protect, each Borrower (either itself or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable (and not permit any licensee or sublicensee thereof to), (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, Borrowers shall notify the Lender reasonably promptly if they know, or have reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the applicable Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Borrowers will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrowers shall provide reasonably prompt notice to Agent and take such action as Agent shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(e) At its option, Agent may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by Borrowers to provide insurance satisfactory to the Lender. Borrowers agree to reimburse Agent on demand for any payment reasonably made and any expense incurred by Agent pursuant to the foregoing authorization. Subject to Agent's rights under the Loan Agreement, until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration of the loans, Borrowers may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the Loan Agreement or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Agent agrees that upon the termination or expiration of the Loan Agreement, termination of any obligations of Agent to make loans to Borrowers and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Agent's interest in the collateral to Borrowers, without warranty, representation or guaranty of any nature or kind.

19. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan


20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

21. Waiver Of Jury Trial. THE AGENT AND THE BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE AGENT NOR THE BORROWERS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY

RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWERS EXCEPT BY
A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

FINDLAY INDUSTRIES, INC.

An Ohio corporation

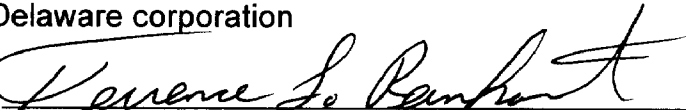
By: 

Name: RAYMOND F. LOWRY

Title: VP CFO

FINDLAY INDUSTRIES LIMITED

A Delaware corporation

By: 

Name: Terrence L. Reinhart

Title: President

FINDLAY INDUSTRIES de Mexico,

**S. de R.L. de C.V., a corporation organized under
the laws of the United States of Mexico**

By: 

Name: Terrence L. Reinhart

Title: President

GMAC BUSINESS CREDIT, LLC

By: 

Name: Ben Pugliese

Title: Vice President

Schedule 1

Patents, Trademarks

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

U. S. PATENTS

Patent No.	Date Awarded	Assignee At Issue	Claimed Subject
5,190,348	3/2/93	Findlay Industries, Inc.	Self-inflating support device including curved memory plate
5,180,460	1/19/93	Findlay Industries, Inc.	Inverting seat covers
5,082,716	1/21/92	Process Bonding, Inc.	Headliner
5,603,271	2/18/97	Assignee After Issue: Findlay Industries, Inc. Findlay Industries, Inc. Expired 2/18/01 due to failure to pay maintenance fees	Retractable seam gauge for sewing machine and pneumatic spacing adjustment
5,568,961	10/29/96	Findlay Industries, Inc.	Tubular seat frame
5,566,631	10/22/96	Findlay Industries, Inc.	Shield for attachment to a presser foot
5,540,163	7/30/96	Findlay Industries, Inc.	Pneumatic apparatus for independently moving one of two presser foot sole plates
5,486,256	1/23/96	Process Bonding, Inc.	Method of making a headline and the like
5,456,780	10/10/95	Assignee After Issue: Findlay Industries, Inc. Findlay Industries, Inc.	Method of inverting seat covers
5,327,629	7/12/94	Findlay Industries, Inc. Expired 7/15/98 due to failure to pay maintenance fees	Inverting seat covers
5,322,341	6/21/94	Findlay Industries, Inc.	Articulated seat assembly

PATENT

REEL: 013128 FRAME: 0251

5,294,182	3/15/94	Findlay Industries, Inc.		Car seat for adult or child passenger
5,253,401	10/19/93	Findlay Industries, Inc. Expired 10/22/97 due to failure to pay maintenance fees		Apparatus for inverting seat covers
5,217,278	6/8/93	Findlay Industries, Inc.		Mechanism for providing adjustable lumbar support in a seat
6,364,976	4/2/02	Findlay Industries, Inc.		Method of manufacturing laminated structures with multiple denier polyester core fibers, randomly oriented reinforcement fibers
6,156,682	12/5/00	Findlay Industries, Inc.		Laminated structures with multiple denier polyester core fibers, randomly oriented reinforcement fibers, and method of manufacture
5,942,321	8/24/99	Findlay Industries, Inc.		Headliner
5,073,429	12/17/91	Process Bonding, Inc. Assignee After Issue: Findlay Industries, Inc.		Door panel
5,070,799	12/10/91	Findlay Industries, Inc. Expired 12/10/99 due to failure to pay maintenance fees.		Sewing machine with zipper cutter
5,007,976	4/16/91	Process Bonding, Inc. Assignee After Issue: Findlay Industries, Inc.		Method of making a headliner
4,996,090	2/26/91	Process Bonding, Inc. Assignee After Issue: Findlay Industries, Inc.		Door panel