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Tab settings ⇨ ⇨ ⇨ ▼



102576778

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TRW VEHICLE SAFETY SYSTEMS INC.

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY Zip: 10017

Execution Date: October 15, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) _____

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PENELOPE J.A. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE 920

City: WASHINGTON State: DC Zip: 20005

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$ 480

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

RANDI S. ARONOW

Name of Person Signing

Signature

OCTOBER 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

6701/290 E. KANDEL BURG

10/20/2003 6TOM11 00000008 10410928

01 FC:8021

480.00 OP

PATENT
REEL: 014590 FRAME: 0781

| Assignee (Name) | TRW/Docket No | Status | Application/Serial No | Application Date | Title (Patent) |
|---------------------------------|---------------|--------|-----------------------|------------------|--|
| TRW Vehicle Safety Systems Inc. | 007033-01 | 7 | 10/410,928 | 04/10/2003 | Inflatable Curtain |
| TRW Vehicle Safety Systems Inc. | 011110-00 | 7 | 10/608,052 | 06/27/2003 | Four-Point Vehicle Occupant Restraint System with Linked Lap Belt Retractors |
| TRW Vehicle Safety Systems Inc. | 011111-00 | 7 | 10/460,116 | 06/12/2003 | Four-Point Vehicle Occupant Restraint System with Anchor Pretensioner |
| TRW Vehicle Safety Systems Inc. | 011235-00 | 7 | 10/602,316 | 06/24/2003 | Vented Air Bag |
| TRW Vehicle Safety Systems Inc. | 011375-00 | 7 | 10/455,703 | 06/05/2003 | Apparatus with Actuatable Tether for Resisting Rearward Pivotal Movement of a Backrest Portion of a Seat |
| TRW Vehicle Safety Systems Inc. | 011430-00 | 7 | 10/409,971 | 04/09/2003 | Apparatus Including an Inflatable Knee Bag |
| TRW Vehicle Safety Systems Inc. | 011432-00 | 7 | 10/419,446 | 04/21/2003 | Vehicle Occupant Protection Device Including an End Release Buckle Assembly |
| TRW Vehicle Safety Systems Inc. | 011581-00 | 7 | 10/601,981 | 06/23/2003 | Air Bag Module Vent with Releasable Latch |
| TRW Vehicle Safety Systems Inc. | 011582-00 | 7 | 10/431,195 | 05/07/2003 | Inlatable Windshield Curtain |
| TRW Vehicle Safety Systems Inc. | 011645-00 | 7 | 10/465,322 | 06/19/2003 | Inflatable Curtain with Fluid Release Means |
| TRW Vehicle Safety Systems Inc. | 011730-00 | 7 | 10/620,784 | 07/16/2003 | Inflation Fluid Distribution Manifold |
| TRW Vehicle Safety Systems Inc. | 011731-00 | 7 | 10/601,808 | 06/23/2003 | Windshield Bag |

[[2315910v5]]

PATENT SECURITY AGREEMENT, dated as of October 15, 2003, among TRW AUTOMOTIVE HOLDINGS CORP., a Delaware corporation ("Holdings"), TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Intermediate Holdings"), TRW AUTOMOTIVE INC. (formerly known as TRW Automotive Acquisition Corp.), a Delaware corporation (the "U.S. Borrower"), the Grantors listed on Schedule I hereto (the "Grantors") and JPMORGAN CHASE BANK, as Administrative Agent (the "Administrative Agent").

Reference is made to the U.S. Guarantee and Collateral Agreement dated as of February 28, 2003 (as amended by the Reaffirmation Agreement dated July 22, 2003, among Holdings, Intermediate Holdings, the U.S. Borrower, TRW Automotive Finance (Luxembourg) S.à r.l, each other subsidiary of the U.S. Borrower identified therein and the Administrative Agent and as may be further amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, Intermediate Holdings, the U.S. Borrower, the Domestic Subsidiary Loan Parties party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement (as such term is defined in the U.S. Collateral Agreement). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings, Intermediate Holdings and the Grantors are affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the U.S. Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01 of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

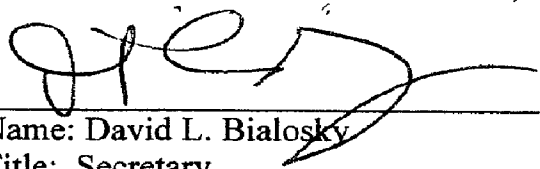
(b) to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

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


TRW AUTOMOTIVE HOLDINGS CORP.,

by


Name: David L. Bialosky
Title: Secretary


TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP.,

by


Name: David L. Bialosky
Title: Secretary


TRW AUTOMOTIVE INC.,

By


Name: David L. Bialosky
Title: Vice President, Secretary & General Counsel

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by


Name: David L. Bialosky
Title: Vice President & General Counsel
TRW Vehicle Safety Systems Inc.

JPMORGAN CHASE BANK, as Administrative Agent,

by

Name:
Title:

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

TRW AUTOMOTIVE HOLDINGS CORP.,

by

Name:

Title:

TRW AUTOMOTIVE INTERMEDIATE
HOLDINGS CORP.,

by

Name:

Title:

TRW AUTOMOTIVE INC.,

by

Name:

Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:

Title:

JPMORGAN CHASE BANK, as
Administrative Agent,

by

Name:

Title:


RICHARD W. DUKER
MANAGING DIRECTOR

Schedule I - Grantors

TRW Vehicle Safety Systems Inc.

[[2315910v5]]

PATENT
REEL: 014590 FRAME: 0787

Schedule II

| Assignee (Name) | TRW/Docket No | Status | Application/Serial No | Application Date | Title (Patent) |
|---------------------------------|---------------|--------|-----------------------|------------------|--|
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| TRW Vehicle Safety Systems Inc. | 011582-00 | 7 | 10/431,195 | 05/07/2003 | Inlatable Windshield Curtain |
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| TRW Vehicle Safety Systems Inc. | 011731-00 | 7 | 10/601,808 | 06/23/2003 | Windshield Bag |

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RECORDED: 10/17/2003

PATENT
REEL: 014590 FRAME: 0789