

FORM PTO-1565

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U.S. DEPARTMENT OF COMMERCE
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):

R.J. TOWER CORPORATIONAdditional names(s) of conveying party(ies) attached? ☐ Yes * No

2. Name and address of receiving party(ies):

STANDARD FEDERAL BANK, as Collateral Agent

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of NameOther **FIRST LIEN**Street Address: 40 Pearl Street, NWCity: Grand Rapid State: MI ZIP: 49501Additional name(s) & address(es) attached? ☐ Yes ☒ NoExecution Date: May 24, 2004

4. Application number(s) or patent number(s): SEE SCHEDULE 1

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

Application Numbers:Registration Numbers:

SEE SCHEDULE 1

SEE SCHEDULE 1

4792320

Additional numbers attached? ☐ Yes ☐ No

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

Name: Robert E. Rude IIInternal Address: Mayer, Brown, Rowe & Maw
LLPStreet Address: 1909 K Street, NWCity: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41) \$400.00

* Enclosed (Check No 3451)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert E. Rude II
Name of Person SigningRSR II
SignatureNovember 4, 2004
Date

Total number of pages including cover sheet, attachments and documents : 10

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PATENT
REEL: 015953 FRAME: 0001

SCHEDULE I
to First Lien Patent Security Agreement

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Invention Title</u>	<u>Inventor / Co-Owner (if applicable)</u>	<u>Related Application</u>	<u>Status</u>
X U.S.	Pat. No. 4,792,320	COMPOSITE TUBULAR STRUCTURE	Herbert W. Nickel		All maintenance fees are paid; Expires on 12/20/2005
X U.S.	Pat. No. 4,805,309	GAUGE FOR MONITORING THE DIMENSIONS OF A STRUCTURAL MEMBER	Hideo Koike		All maintenance fees are paid; Expires on 2/1/2008
X U.S.	Pat. No. 5,194,302	MANUFACTURING METHOD FOR COATING VEHICLE STRUCTURAL FRAMES	Phillip Ruehl	Div. of P-106	11.5 year maintenance fee due 9/16/2004; Abandon
X U.S.	Pat. No. 5,308,115	VEHICLE FRAME WITH OVERLAPPED SECTIONS	Phillip Ruehl; Benjamin Coursin	CIP of P-115	11.5 year maintenance fee due 11/04/05; Abandon
X U.S.	Pat. No. 5,442,885	PRE-ASSEMBLY ATTACHMENT SYSTEM FOR A BOX-SECTION FRAME MEMBER AND METHOD OF ASSEMBLING	James Laven; Roger Hooper		11.5 year maintenance fee due 2/22/2007; Abandon
X U.S.	Pat. No. 5,782,401	AUTOMATED SYSTEM AND METHOD FOR WELDING A FIRST METAL PART TO A SECOND METAL PART	John Hinrichs		7.5 year maintenance fee due 01/24/06; Abandon
X U.S.	Pat. No. 5,865,362	METHOD OF FRICTION WELDING A SUPPORT TO A BOXED VEHICLE STRUCTURAL ASSEMBLY	Richard Behrman		7.5 year maintenance fee due 08/03/06; Abandon

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<u>Country</u>	<u>Patent No.</u>	<u>Invention Title</u>	<u>Inventor / Co-Owner (if applicable)</u>	<u>Related Application</u>	<u>Status</u>
X U.S.	6,216,763	CAST NODE AND METHOD FOR CASTING NODES	Steven Kretschmer; Phillip Ruehl		3.5 year maintenance fee due 10/17/04; Abandon
X U.S.	6,216,509	HYDROFORMED TUBULAR MEMBER AND METHOD OF HYDROFORMING TUBULAR MEMBERS	Steve Lotspaih; Wallace Birtch		3.5 year maintenance fee due 10/19/04; Abandon
X U.S.	5,409,254	REAR SUSPENSION WITH ALIGNED COIL SPRINGS AND TWIST BEAM AXLE	Thomas Minor; Stephen Kretschmer; Michael Erickson		11.5 year maintenance fee due 10/26/06
Germany	69902164.2-08			National Phase of PCT App US99/10672, which claims priority on P-132	EPC 1077787 Patent granted
U.K.	1077787				EPC 1077787 Patent granted
Italy	1077787				EPC 1077787 Patent granted
Sweeden	1077787				EPC 1077787 Patent granted
Mexico	183133	PROCESS OF MANUFACTURING A STAMPED BALL JOINT HOUSING WITH PERIMETER FLANGE	Robert Delbeke; John Vrana	No U.S.	Annuity due 2/18/2006

Pending Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Invention Title</u>	<u>Inventor / Co-Owner (if applicable)</u>	<u>Related Application</u>	<u>Status</u>
Japan	06-185988	METHOD OF MANUFACTURING ENGINE CRADLES	Phillip Ruehl; Stephen Kretschmer; Richard Behrman		Examination requested on 7/18/2001; A/Action from JPO; Abandon

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<u>Country</u>	<u>Application No.</u>	<u>Invention Title</u>	<u>Inventor / Co-Owner (if applicable)</u>	<u>Related Application</u>	<u>Status</u>
Mexico	001385	THREE DIMENSIONAL TACTILE SEAM TRACING DEVICE	Robert Heideman; Elmer Blachowiak; Christopher Smith; Stephen Carian; Brandon Tarr; Neil Duffe; Michael Predith		A/Action from Mexican Patent Office; Abandon
Japan	2000-566055				Request Examination due 8/19/2006; Abandon
Korea	2000-7002277				Request Examination due 8/19/2004; Abandon
Mexico	2001-002003				A/Action from Mexican Patent Office; Abandon
Brazil	PI9910045-2				Examination Requested; A/ Action from Brazilian Patent Office
Canada	2,321,415				Examination Requested; A/ Action from Canadian Patent Office
Japan	2000-548118				Examination Request Due: 5/13/2006
Korea	7012533				Examination Requested; A/Action from Korean Patent Office

Patent Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None.				

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of May 24, 2004 (this "Agreement"), is made by R.J. TOWER CORPORATION, a Michigan corporation (the "Grantor"), in favor of STANDARD FEDERAL BANK, as the Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Tower Automotive, Inc., a Delaware corporation, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as the Administrative Agent for the Lenders, JPMorgan Chase Bank, as the Syndication Agent for the Lenders, the Collateral Agent, Standard Federal Bank, as the Documentation Agent for the Lenders, and Morgan Stanley and J.P. Morgan Securities Inc., as the Lead Arrangers for the Lenders, the Lenders and the Issuers have extended Commitments to make Loans and issue Letters of Credit to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of May 24, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral");

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto to the extent permitted under the Security Agreement; and

(d) all Proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and, at the reasonable request of the Collateral Agent, the corresponding offices in other countries of the world.. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

R.J. TOWER CORPORATION

By: Kathleen Logue
Title:

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PATENT
REEL: 015953 FRAME: 0008

STANDARD FEDERAL BANK,
as the Collateral Agent

By: J. L. BBA
Title: V.P.

Letitia Paiz
LETITIA PAIZ
Notary Public, Kent County, MI
My Commission Expires Feb. 14, 2007
Acting in Kent County, MI

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Item B. Patent Licenses

None.

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RECORDED: 11/04/2004

PATENT
REEL: 015953 FRAME: 0010