


Docket No. 6649

FORM PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	RECORDATION COVER SHEET PATENTS ONLY	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(s) of conveying party(ies): Commercial Vehicle Systems, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>U.S. Bank National Association</u> Internal Address: _____ Street Address: <u>800 Nicollet Mall</u> City: <u>Minneapolis</u> State: <u>MN</u> ZIP: <u>55402</u> Country: <u>U.S.</u> Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 16 2005</u>		
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) Please See Exhibit A to Security Agreement	
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>David E. Bruhn</u> Internal Address: <u>Customer Number 25763</u> <u>Dorsey & Whitney LLP</u> <u>Intellectual Property Department</u> Street Address: <u>Suite 1500, 50 South Sixth Street</u> City: <u>Minneapolis</u> State: <u>MN</u> ZIP: <u>55402-1498</u>	6. Total Number of applications and patents involved: 16 7. Total fee (37 CFR 3.41) . . . x \$40 <u>\$640.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: <u>04-1420</u> (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.		
<u>David E. Bruhn</u> Name of Person Signing Reg. No. 36,762	 Signature	<u>March 29, 2005</u> Date
Total number of pages including cover sheet, attachments, and document: 12		
Mail documents to be recorded with required cover sheet information to:		
Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450		FACSIMILE NO.: 703.306.5995

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 PATENT
 REEL: 015962 FRAME: 0667

Exhibit A to
Security Agreement (Patents)

Serial No/ Patent No	Filing/Issue Date	Title	Owner
4,708,053	11/24/87	Reciprocating piston fluid powered motor	Commercial Vehicle Systems, Inc.
4,880,031	11/14/89	Heater and air conditioning control system	Commercial Vehicle Systems, Inc.
5,281,049	1/25/94	Air direction control means for vehicle climate control means	Commercial Vehicle Systems, Inc.
5,427,012	6/27/95	Electronically controlled fluid powered motor	Commercial Vehicle Systems, Inc.
5,551,232	9/3/96	Windshield washer control system	Commercial Vehicle Systems, Inc.
5,566,029	10/15/96	Rotatable mirror assembly	Commercial Vehicle Systems, Inc.
5,634,235	6/3/97	Windshield wiper assembly with arm head retaining means	Commercial Vehicle Systems, Inc.
5,637,927	6/10/97	Device for switching control of vehicle accessories between vehicle control stations	Commercial Vehicle Systems, Inc.
5,657,929	8/19/97	Air-liquid system for cleaning vehicle headlight lens and similar surfaces	Commercial Vehicle Systems, Inc.
5,796,344	8/18/98	Imminent icing condition enunciator	Commercial Vehicle Systems, Inc.
6,147,466	11/14/00	Synchronization system for motors	Commercial Vehicle Systems, Inc.

Serial No/ Patent No	Filing/Issue Date	Title	Owner
6,166,657	12/26/00	Imminent icing condition enunciator	Commercial Vehicle Systems, Inc.
6,199,773	3/13/01	Fluid and air nozzle for headlight cleaning	Commercial Vehicle Systems, Inc.
6,206,299	3/27/01	Traction enhancing deployment system	Commercial Vehicle Systems, Inc.
6,378,187	4/30/02	Magnetic spring alignment and handling system	Commercial Vehicle Systems, Inc.
6,554,210	4/29/03	Fluid and air nozzle and method for cleaning vehicle lenses	Commercial Vehicle Systems, Inc.

SECURITY AGREEMENT (PATENTS)

THIS SECURITY AGREEMENT (PATENTS) (the "Agreement"), dated as of March 16, 2005, is made and given by Commercial Vehicle Systems, Inc., a Delaware corporation (the "Grantor"), to U.S. Bank National Association, a national banking association as Agent for the Banks under the Loan Agreement (defined below) (the Agent in its capacity as agent for the Banks, the "Grantee").

RECITALS

A. The Grantor and Commercial Vehicle Group, Inc. (the "Company"), the parent company of the Grantor, have entered into a Revolving Credit and Term Loan Agreement dated as of August 10, 2004 (as amended and as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Grantee and the Banks have agreed to extend certain credit accommodations to the Company and the Borrower Subsidiaries under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Loan Agreement).

B. To secure all the liabilities and obligations of the Company and the Borrower Subsidiaries to the Grantee and the Banks arising under the Loan Agreement, whether now existing or hereafter arising (the "Liabilities"), the Grantor has pledged and granted to the Grantee a security interest in the property described in a Security Agreement dated as of August 10, 2004 (the "Security Agreement") by and between Grantor and Grantee which property includes general intangibles, including, without limitation, patents, patent applications, inventions, trademarks, trademark applications, trade names, copyrights and trade secrets.

C. The Grantor owns the United States patents and or United States patent applications, including any provisional and non-provisional applications set forth in Exhibit A attached hereto.

D. It is a condition to the obligation of the Grantee to extend credit accommodations pursuant to the terms of the Loan Agreement that this Agreement be executed and delivered by the Grantor.

E. The Grantor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to the Grantee.

NOW, THEREFORE, in consideration of the premises and to induce the Grantor to extend credit accommodations under the Loan Agreement, the parties hereto agree as follows:

1. The Grantor does hereby grant to Grantee a security interest in all of Grantor's right, title and interest in and to all of the present United States patents and patent applications owned by the Grantor together with inventions disclosed therein (the "Patents"), including but not limited to those set forth on Exhibit A, and including, without limitation, all

proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, said Patents to be held and enjoyed by the Grantee, for its own use, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Grantor had this Agreement not been made. After the occurrence and continuation of an Event of Default under the Loan Agreement, the Grantee shall be entitled to transfer the Patents pursuant to the Assignment of Patents attached hereto as Exhibit B. Grantor hereby irrevocably authorizes the Grantee to complete the undated Assignments of Patents at the time of transfer.

2. The Grantor hereby covenants and warrants that:

(a) except for applications pending, the Patents listed on Exhibit A have been duly issued and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the Grantors knowledge, each of the Patents material to the conduct of Grantor's business listed on Exhibit A is valid and enforceable;

(c) no written claim has been made to the Grantor or, to the knowledge of the Grantor, to any other person, that any of the Patents or use of the inventions described therein does or may violate the rights of any third person and no claim has been made by the Grantor that any other person is infringing upon the rights of the Grantor under the Patents;

(d) the Grantor has the unqualified right to enter into this Agreement and perform its terms;

(e) the Grantor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in compliance with statutory notice requirements relating to the Patents;

(f) except as otherwise provided in the Loan Agreement, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Grantor not to sue third persons;

(g) the Patents listed on Exhibit A are all of the United States Patents and applications therefor now owned by the Grantor; and

(h) the Grantor will, at any time upon reasonable request, communicate to the Grantee, its successors and assigns, any facts relating to the Patents or the history thereof as may be known to the Grantor or its officers, employees and agents, and cause such

officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Grantee.

3. The Grantor agrees that, until the rights of the Grantee in the Patents are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Agreement.

4. If, before the Obligations shall have been satisfied in full, the Grantor shall obtain rights to any material new U.S. patent, patent application, registration or any renewal or extension of any U.S. patent registration, such shall be included in the definition of "Patents" (except for purposes of Section 2 hereof) as used in this Agreement, Section 1 hereof shall automatically apply thereto, and the Grantor shall give to the Grantee prompt notice thereof in writing. The Grantor authorizes the Grantee to modify this Agreement by amending Exhibit A to include any future patent.

5. Except as permitted by the Loan Agreement, the Grantor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Patents, except for the licenses listed on Exhibit C attached hereto.

6. The Grantor agrees that it will authorize, execute and deliver to Grantee all documents reasonably requested by Grantee to facilitate the purposes of this Agreement, including, but not limited to, documents required to record Grantee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Loan Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Grantee shall on demand of the Grantor execute and deliver to the Grantor all termination statements and other instruments as may be necessary or proper to terminate this Agreement and Grantee's security interest in the Patents, subject to any disposition thereof which may have been made by the Grantee pursuant hereto or pursuant to the Loan Agreement or any Loan Documents, as defined therein.

7. The Grantor shall have the duty, through counsel reasonably acceptable to the Grantee and, subject to Grantor's reasonable business judgment, (i) to prosecute diligently any pending Patent application as of the date of this Agreement or thereafter until the Loan Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Grantor may abandon any such application upon thirty days' written notice to the Grantee, and (ii) to preserve and maintain all rights in all Patents. Any expenses incurred in connection with applications that constitute Patents shall be borne by the Grantor. The Grantor shall not abandon any application presently pending that constitutes a Patent without giving prior written notice to the Grantee.

8. The Grantee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Patents and any license thereunder if the Grantor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Grantor shall at the reasonable request of the Grantee do any and all lawful acts and

execute any and all proper documents required by the Grantee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Grantor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Grantor shall promptly, upon demand, reimburse and indemnify the Grantee for all reasonable costs and expenses incurred by the Grantee in the exercise of its rights under this Section.

9. This Agreement shall also serve to evidence the security interest in the Patents granted by the Grantor to the Grantee pursuant to the Security Agreement. Nothing in this Agreement shall be construed to limit such security interest in the Patents.

10. No course of dealing between the Grantor and the Grantee, failure to exercise, nor any delay in exercising, on the part of the Grantee, with respect to 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 or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Grantee's rights and remedies with respect to the Patents, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than contingent indemnification obligations under any of the Loan Documents) and the expiration of any obligation of the Grantee to extend credit accommodations to the Grantor, this Agreement shall terminate and all rights to the Patents shall revert to the Grantor.

15. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION

CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED 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 PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE GRANTEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Grantor has executed this instrument.

COMMERCIAL VEHICLE SYSTEMS, INC.

By

Mervyn Dunn

Its

Chief Executive Officer

Signature Page to Security Agreement (Patents)

EXHIBIT B TO
SECURITY AGREEMENT
(PATENTS)

ASSIGNMENT OF PATENTS

WHEREAS, Commercial Vehicle Systems, Inc., a Delaware corporation (hereinafter "Assignor"), is the owner by assignment of the entire right, title and interest in and to certain United States Letters Patent, together with the invention(s) disclosed therein.

WHEREAS, _____ (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the aforesaid Letters Patent, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Letters Patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged.

1. Said Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Letters Patent of the United States together with the invention(s) disclosed therein, including each and every Letters Patent which is granted on any application which is a division, substitution or continuation of said Letters Patent, and in and to each and every reissue or extension of said Letters Patent.

2. Said Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Letters Patent herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

4. Said Assignor hereby irrevocably authorizes U.S. Bank National Association or any successor to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, said _____, has executed and delivered
this instrument this _____ day of _____,

COMMERCIAL VEHICLE SYSTEMS, INC.

By _____
Its _____

Exhibit C to
Security Agreement (Patents)

(a) Agreement, dated as of May 30, 1996 by and among Wayne L. Mann and Sprague Controls, Inc.