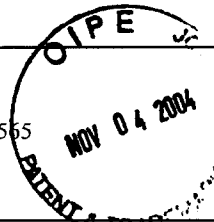


11/4/04

11-09-2004



FORM PTO-1565



102878299 PATENTS ONLY

FR SHEET

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): TOWER AUTOMOTIVE TECHNOLOGY PRODUCTS, INC. Additional names(s) of conveying party(ies) attached?  Yes \* No

2. Name and address of receiving party(ies): STANDARD FEDERAL BANK, as Collateral Agent Street Address: 40 Pearl Street, NW City: Grand Rapid State: MI ZIP: 49501 Additional name(s) & address(es) attached?  Yes X No

3. Nature of conveyance: [ ] Assignment [ ] Merger X Security Agreement [ ] Change of Name Other FIRST LIEN Execution 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: SEE SCHEDULE 1 Registration Numbers: SEE SCHEDULE 1 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert E. Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP Street Address: 1909 K Street, NW City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 9 7. Total fee (37 CFR 3.41) \$360.00 \* Enclosed (Check No 3452) [ ] 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 Signing [Signature] Signature

November 4, 2004 Date

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

11/08/2004 DBYRNE 00000058 6299210 01 FC:8021 360.00 0P

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.	6,299,210	MULTI-PIECE SIDERAIL FOR MEDIUM AND HEAVY TRUCKS	Phillip Ruehl; Peter Szesferniak		Issued Oct. 9, 2001; 3.5 year maintenance fee due 04/12/05
X U.S.	5,310,210	UPPER CONTROL ARM FOR VEHICLE SUSPENSION SYSTEM	Robert Delbeke; Leland Richart		11.5 year maintenance fee due 11/14/05
X U.S.	5,280,945	UPPER CONTROL ARM FOR VEHICLE SUSPENSION SYSTEM	Robert Delbeke		11.5 year maintenance fee due 07/26/05
X U.S.	6,053,391	FRICTION STIR WELDING TOOL	Robert Heideman; Jason Scott; Christopher Smith; Thomas Thessin; Brahman Ranganathan; Donald Bishofberger		7.5 year maintenance fee due 10/26/2007
X U.S.	6,052,887	APPARATUS AND METHOD FOR JOINING SHEET METAL LAYERS	Larry Dziadosz; Brian Hudock		7.5 year maintenance fee due: 10/25/2007

<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.	6,241,267	CONTROL ARM FOR USE IN VEHICLE SUSPENSION SYSTEM	Larry Dziadosz		3.5 year maintenance fee due 12/5/2004
X U.S.	6,619,533	MULTIPIECE EXTRUDED LINK ARM	John Hootman, et al.		3.5 year maintenance fee due 3/16/07
X U.S.	6,626,351	METHOD AND APPARATUS FOR THE MANUFACTURING OF STRUCTURAL MEMBERS	Larry Dziadosz, Clancy Fulton	Prov. No. 60/233,782	3.5 year maintenance fee due 3/30/07
X U.S.	6,679,417	TAILORED SOLUTIONIZING OF ALUMINUM SHEETS	Clancy Fulton, Bill Swenson, Rolf Pionke, Larry Dziadosz	CIP of P-145	3.5 year maintenance fee due 7/23/07

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>
Brazil	PI0112948-1			TOW01 FP-141 (PCT)	Requested examination 3/04; A/ Action from Brazilian Patent Office
EPC	1959854.9			TOW01 FP-141 (PCT)	filed February 2003
Mexico	PA/A/2003/000996			TOW01 FP-141 (PCT)	filed February 2003
17221260					

<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>
Brazil	PI0015711-2				Requested Examination
Canada	2,391,294				Filed 5/10/02; Request for Examination due 12/6/05
EPC	00983971.3			National Phase of PCT App.	Filed 07/04/02
Mexico	PA/A/2002/005612			US00/33111, which claims priority on P-137	Filed 6/06/02
Japan	2001-543349				Filed 6/05/02; Request for Examination due 12/6/07
Korea	App. No. 2002-7007315				Filed 6/07/02; Request for Examination due 12/6/05
Canada	2,422,784			Nat. phase of PCT	Examination Requested; A/Office Action
Japan	528429/2002			Nat. phase of PCT	Examination not yet requested.

**Patent Applications in Preparation**

**Expected**

17221260

Title

Inventor(s)

Filing Date

Docket No.

Country

None.

Item B. Patent Licenses

<u>Agreement</u>	<u>Purpose</u>	<u>Effective Date</u>
Nonexclusive Patent Agreement between Tower Automotive Technology Products, Inc. and Algoods, Inc.	Nonexclusive license to Algoods of automotive patents and technology to manufacture and sell products.	12-1-01

17221260

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of May 24, 2004 (this "Agreement"), is made by TOWER AUTOMOTIVE TECHNOLOGY PRODUCTS, INC., 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.

WITNESSETH:

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 R.J. Tower Corporation, a Michigan corporation (the "Borrower"), 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 Borrower;

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.

1

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.

TOWER AUTOMOTIVE TECHNOLOGY  
PRODUCTS, INC

By: Kathleen L. Zwick  
Title:

STANDARD FEDERAL BANK,  
as the Collateral Agent

By: *J. K. Holt*  
Title: *V.P.*

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

17221260

PATENT  
REEL: 015972 FRAME: 0058

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.	6,299,210	MULTI-PIECE SIDERAIL FOR MEDIUM AND HEAVY TRUCKS	Phillip Ruehl; Peter Szesterniak		Issued Oct. 9, 2001; 3.5 year maintenance fee due 04/12/05
X U.S.	5,310,210	UPPER CONTROL ARM FOR VEHICLE SUSPENSION SYSTEM	Robert Delbeke; Leland Richart		11.5 year maintenance fee due 11/14/05
X U.S.	5,280,945	UPPER CONTROL ARM FOR VEHICLE SUSPENSION SYSTEM	Robert Delbeke		11.5 year maintenance fee due 07/26/05
X U.S.	6,053,391	FRICITION STIR WELDING TOOL	Robert Heideman; Jason Scott; Christopher Smith; Thomas Thessin; Brahman Ranganathan; Donald Bishofberger		7.5 year maintenance fee due 10/26/2007
X U.S.	6,052,887	APPARATUS AND METHOD FOR JOINING SHEET METAL LAYERS	Larry Dziadosz; Brian Hudock		7.5 year maintenance fee due: 10/25/2007

5

17221260

<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.	6,241,267	CONTROL ARM FOR USE IN VEHICLE SUSPENSION SYSTEM	Larry Dziadosz		3.5 year maintenance fee due 12/5/2004
X U.S.	6,619,533	MULTIPIECE EXTRUDED LINK ARM	John Hootman, et al.		3.5 year maintenance fee due 3/16/07
X U.S.	6,626,351	METHOD AND APPARATUS FOR THE MANUFACTURING OF STRUCTURAL MEMBERS	Larry Dziadosz, Clancy Fulton	Prov. No. 60/233,782	3.5 year maintenance fee due 3/30/07
X U.S.	6,679,417	TAILORED SOLUTIONIZING OF ALUMINUM SHEETS	Clancy Fulton, Bill Swenson, Rolf Pionke, Larry Dziadosz	CIP of P-145	3.5 year maintenance fee due 7/23/07

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>
Brazil	PI0112948-1			TOW01 FP-141 (PCT)	Requested examination 3/04; A/ Action from Brazilian Patent Office
EPC	1959854.9			TOW01 FP-141 (PCT)	filed February 2003
Mexico	PA/A/2003/000996			TOW01 FP-141 (PCT)	filed February 2003
17221260					

<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>
Brazil	PI0015711-2				Requested Examination
Canada	2,391,294				Filed 5/10/02; Request for Examination due 12/6/05
EPC	00983971.3			National Phase of PCT App. US00/33111, which claims priority on P-137	Filed 07/04/02
Mexico	PA/A/2002/005612				Filed 6/06/02
Japan	2001-543349				Filed 6/05/02; Request for Examination due 12/6/07
Korea	App. No. 2002-7007315				Filed 6/07/02; Request for Examination due 12/6/05
Canada	2,422,784			Nat. phase of PCT	Examination Requested; A/Office Action
Japan	528429/2002			Nat. phase of PCT	Examination not yet requested.

**Patent Applications in Preparation**

**Expected**

17221260

Country      Docket No.      Filing Date      Inventor(s)      Title

None.

Item B. Patent Licenses

<u>Agreement</u>	<u>Purpose</u>	<u>Effective Date</u>
Nonexclusive Patent Agreement between Tower Automotive Technology Products, Inc. and Algoods, Inc.	Nonexclusive license to Algoods of automotive patents and technology to manufacture and sell products.	12-1-01

17221260