

05-16-2005

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United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Dura Automotive Systems, Inc.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 3, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Suite 350

Street Address: 20800 Swenson Drive

City: Waukesha

State: WI

Country: USA Zip: 53187

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

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

See continuation of Item 4 attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: Linda.Kastner@lw.com

**6. Total number of applications and patents involved: 29**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,160.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

May 9, 2005

Date

05/17/2005 DBYRME 00000033 6389918

01 FC:802 Linda R. Kastner  
02 FC:802 Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 016016 FRAME: 0703**

**DURA AUTOMOTIVE SYSTEMS, INC.**

**CONTINUATION OF ITEM 4**

**U.S. PATENTS**

<b>Patent No.</b>
6,389,918
6,250,704
6,213,259
6,189,407
6,139,105
6,109,584
6,086,154
6,073,513
6,036,267
6,036,253
6,032,990
6,026,611
6,014,840
5,944,383
5,907,977
5,884,531
5,881,605
5,875,689
5,875,688
5,862,710
5,832,784
5,794,492
5,785,288
5,758,547
5,724,716
5,662,001
5,477,746
5,467,666
5,448,928

# PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 3, 2005, by DURA AUTOMOTIVE SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. in its capacity as collateral agent (the "Agent") for the Secured Parties.

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

### 1 DEFINED TERMS.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Patents, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Patents" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to: (i) any and all U.S. patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past

and future infringements thereof; and (v) all rights to sue for past, present, and future infringements thereof.

(c) “Secured Parties” means the Agents, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents and Licenses to which it is a party including those referred to on Schedule I hereto; and

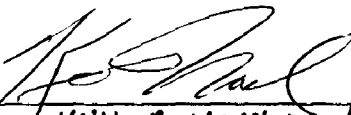
(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DURA AUTOMOTIVE SYSTEMS, INC.

By:   
Name: Keith R. Marchiondo  
Title: V.P., C.F.O., and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Dura Automotive Systems, Inc. Patent Security Agreement]

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DURA AUTOMOTIVE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Brian Conkle  
Name: Brian Conkle  
Title: Senior Vice President

[Signature Page to Dura Automotive Systems, Inc. Patent Security Agreement]

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**SCHEDULE I****DURA AUTOMOTIVE SYSTEMS, INC.****INTELLECTUAL PROPERTY RIGHTS****U.S. PATENT APPLICATIONS**

None

**U.S. PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Expiration Date</b>	<b>Patent Assignee</b>
Upper and lower lever type shift assembly	6,389,918	5/21/02	11/16/19	Dura Automotive Systems Inc.
Release mechanism for fold and flip seat assembly	6,250,704	6/26/01	8/12/19	Dura Automotive Systems Inc.
Device, method and system for control of an electrically powered parking brake	6,213,259	4/10/01	12/22/18	Dura Automotive Systems Inc.
Expanding lock control cable end fitting	6,189,407	2/20/01	2/20/18	Dura Automotive Systems Inc.
Easy entry latch for seat recliner	6,139,105	10/31/00	4/6/19	Dura Automotive Systems Inc.
Manual lock for seat adjuster	6,109,584	8/29/00	12/8/18	Dura Automotive Systems Inc.
Infinitely adjustable seat track assembly	6,086,154	7/11/00	3/31/18	Dura Automotive Systems Inc.
Release rod for parking brake and method of assembling same	6,073,513	6/13/00	6/13/17	Dura Automotive Systems Inc.
Seat track with rotary locking device	6,036,267	3/14/00	6/23/18	Dura Automotive Systems Inc.
Light weight seat track assembly	6,036,253	3/14/00	7/15/18	Dura Automotive Systems Inc.
Adjustable latch for window assembly	6,032,990	3/7/00	8/12/18	Dura Automotive Systems Inc.
Power sliding window assembly	6,026,611	2/22/00	5/25/19	Dura Automotive Systems Inc.
Heated sliding window assembly with an electrically connected sliding pane	6,014,840	1/18/00	12/24/17	Dura Automotive Systems Inc.
Easy entry seat truck assembly with full memory	5,944,383	8/31/99	10/17/17	Dura Automotive Systems Inc.

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Expiration Date</b>	<b>Patent Assignee</b>
Parking brake operating system having a take-up reel lockout and release mechanism, and method of assembling same	5,907,977	6/1/99	6/1/16	Dura Automotive Systems Inc.
Low lash rotating conduit end fitting for a remote control cable assembly that isolates against vibration/noise transmission	5,884,531	3/23/99	11/27/16	Dura Automotive Systems Inc.
Parking brake actuator with plastic operating lever	5,881,605	3/16/99	1/21/17	Dura Automotive Systems Inc.
Parking brake operating mechanism cable reel assembly having a bushing and support pin	5,875,689	3/2/99	2/25/17	Dura Automotive Systems Inc.
Parking brake mechanism and methods of assembly and operation	5,875,688	3/2/99	11/1/16	Dura Automotive Systems Inc.
Zero lash joint for a rotating conduit fitting for a remote control cable assembly	5,862,710	1/26/99	11/27/16	Dura Automotive Systems Inc.
Variable ratio parking brake control with enhanced cable take-up	5,832,784	11/10/98	3/18/17	Dura Automotive Systems Inc.
Parking brake usable as emergency brake	5,794,492	8/18/98	2/28/16	Dura Automotive Systems Inc.
Quick mount for parking brake actuator	5,785,288	7/28/98	8/16/16	Dura Automotive Systems Inc.
Self-adjust variable ratio parking brake actuator	5,758,547	6/2/98	4/2/16	Dura Automotive Systems Inc.
Method for terminating wire or other elongated generally rigid elements	5,724,716	3/10/98	5/2/16	Dura Automotive Systems Inc.
Manual shifter and ignition interlock	5,662,001	9/2/97	4/8/16	Dura Automotive Systems Inc.
Parking brake lever mechanism with lobe motion amplifying means	5,477,746	12/26/95	3/21/14	Dura Automotive Systems Inc.
Non-jamming self-adjust pawl and ratchet mechanism	5,467,666	11/21/95	7/7/14	Dura Automotive Systems Inc.
Variable ratio parking brake lever with self-adjust cable tensioning means	5,448,928	9/12/95	11/19/13	Dura Automotive Systems Inc.