

07-19-2005

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



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7-14-05

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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 Global Technologies, Inc.

2. Name and address of receiving party(ies)

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

Internal Address: _____

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

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

Execution Date(s) July 13, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

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):

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

A. Patent Application No.(s)

See continuation of item 4 attached hereto.

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: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 320.00

☐ 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

July 13, 2005

Date

07/19/05 DBYRNE 00000046 6254188

01 FC:891

02 FC:823

320 Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 87

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: 016283 FRAME: 0282

Continuation of Item 4

Patent/Patent Application No.
6,254,188
6,612,407
10/969,328
10/936,269
10/759,994
10/739,999
10/712,726
10/413,764

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 13, 2005, by DURA GLOBAL TECHNOLOGIES, INC., a Michigan 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

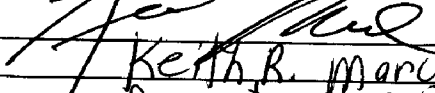
(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

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 GLOBAL TECHNOLOGIES, INC.

By: 
Name: Keith R. Marchiondo
Title: President and C.E.O.

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Dura Global Technologies, Inc. Patent Security Agreement]

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 GLOBAL TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.,
as Collateral Agent

By: Leuan Crook
Name: Leuan Crook
Title: S. Vice President

[Signature Page to Dura Global Technologies, Inc. Patent Security Agreement]

PATENT
REEL: 016283 FRAME: 0287

Patent Schedule

Title	Patent/Patent Application No.	Filing Date	Issue Date
Seat track with cam actuated locking device	6,254,188	--	7/3/01
Drum brakes	6,612,407	--	9/2/03
Pedal feel emulator mechanism for brake by wire pedal	10/969,328	10/20/04	--
Manual tire carrier with travel switch	10/936,269	9/8/04	--
Adjustable pedal controller with obstruction detection	10/759,994	1/16/04	--
Shift lever device	10/739,999	12/17/03	--
Noise and vibration reducing flex-cable assembly	10/712,726	11/12/03	--
Electronically actuated shifter mechanism	10/413,764	4/15/03	--