

02-27-2006

U.S. DEPARTMENT OF COMMERCE
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103136656

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)/Execution Date(s):

PB Clarke & Associates, Inc. (d/b/a Pacific Accessory Corp.)

Execution Date(s) September 2, 2005

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: _____

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk

State: Connecticut

Country: USA

Zip: 06856

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

4. Application or patent number(s):

A. Patent Application No.(s)

09/442627

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

B. Patent No.(s)

D381,010

D361,750

Additional numbers attached? ☐ Yes ☐ No

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

Name: Holli Kubicki

Internal Address: Latham & Watkins, LLP

Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2638

Fax Number: 312-993-9870

Email Address: holli.kubicki@lw.com

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- ☐ 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 02/27/2006 LUELLER 00000002 09442627

Authorized 02/27/2006 Name _____ 120.00 0
02 FC:0023 120.00 0

9. Signature:

Holli Kubicki

Signature

2/22/2006

Date

Holli Kubicki

Name of Person Signing

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

6

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

M.C.

PATENT
REEL: 017223 FRAME: 0127

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS**

<u>PATENTS</u>				
APP. NO./ FILED	PATENT NO./ ISSUE DATE	TITLE	OWNER	EXPIRES
040317 6/15/95	D381010 7/15/1997	Electrical Fuse Block	AAMP of Florida, Inc.	7/15/11
029087 9/29/94	D361750 8/29/95	Electrical Conductor Distribution Block	AAMP of Florida, Inc.	8/29/09
10/040529 01/07/02	ABANDONED	Automobile Battery Terminal Clamp	AAMP of Florida, Inc	NA
09/442627 11/17/99	NA	Remote Control Interface for Replacement Vehicle Stereos	Brett D. Riggs, assigned to PB Clarke & Associates, Inc.	NA

SCHEDULE I

CH776005.5

**PATENT
REEL: 017223 FRAME: 0128**

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 2, 2005, by PB CLARKE & ASSOCIATES, INC. (d/b/a Pacific Accessory Corp.), a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 23, 2002 by and among AAMP of Florida, Inc. ("Borrower"), the Persons named therein as Credit Parties, 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 incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations 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 Lenders, 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 required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 Patent Licenses (but only to the extent that the grant of a security interest would not be prohibited by or be a breach of the terms of such Patent License; provided, however, that (i) if such prohibition terminates or otherwise becomes unenforceable or (ii) if the grant of a security interest in such Patent License ceases to be a breach, the Agent will be deemed to have, and at all times to have had, a continuing first priority lien on and security interest in such Patent License) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) 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 Patent License.

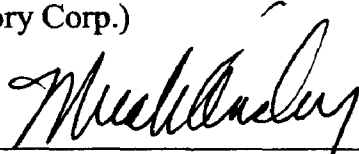
Notwithstanding the foregoing, in no event shall the Patent Collateral include, and Grantor shall not be deemed to have granted a security interest in (i) any Patent to the extent that, and for so long as the grant of a security interest therein is prohibited by applicable law and/or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto, or (ii) any Patent License to the extent such a grant would violate the terms of such license or result in the termination thereof; provided, that upon the unenforceability, lapse, or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in all such rights and interests as if such provision had never been in effect.

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 Lenders, 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. In the event that there is any conflict between the terms and conditions hereof, and the provisions of the Security Agreement, the terms and conditions of the Security Agreement shall prevail.

[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.

PB CLARKE & ASSOCIATES, INC. (d/b/a Pacific Accessory Corp.)

By: 
Name: Micah Ansley
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: _____
Name: _____
Title: _____

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.

PB CLARKE & ASSOCIATES, INC. (d/b/a Pacific Accessory Corp.)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Name: Matthew D. Liepert
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement (PAC)]