

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Tower Automotive Operations USA I, LLC	07/31/2007

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Administrative Agent for the First Lien Term Lenders
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6053391
Patent Number:	6052887
Patent Number:	6679417
Patent Number:	4805309
Patent Number:	6299210
Patent Number:	6619533
Patent Number:	6626351
Patent Number:	5442885
Patent Number:	5409254
Application Number:	10781135

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

PATENT

500333433

REEL: 019679 FRAME: 0656

CH \$400.00 6053391

Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 047328
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NAME OF SUBMITTER:	Matthew Mayer
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

WHEREAS, Tower Automotive Operations USA I, LLC, a Delaware limited liability company (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Tower Automotive Holdings USA, LLC (the “**Borrower**”), Tower Automotive, LLC, Tower Automotive Holdings I, LLC, Tower Automotive Holdings II(a), LLC, Tower Automotive Holdings II(b), LLC, the Subsidiary Guarantors and Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, are parties to a First Lien Term Loan and Guaranty Agreement dated as of July 31, 2007 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a First Lien Term Loan Security Agreement dated as of July 31, 2007 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Loan Documents (as defined in the Credit Agreement) (including this Copyright Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Transaction Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Transaction Guarantee, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31 day of July, 2007.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: 

Name: **Dev B. Kapadia**
Title: **President**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31 day of July, 2007.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: **RICHARD W. DUKER**
Title: **MANAGING DIRECTOR**

STATE OF New York)
) ss.:
COUNTY OF New York)

I, Francine Koliopoulos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dev B. Kapadia, **President** of TOWER AUTOMOTIVE OPERATIONS USA I, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 26 day of
July, 2007

[Seal]

Francine Koliopoulos
Signature of notary public
My Commission expires _____

FRANCINE KOLIOPOULOS
Notary Public, State of New York
No. 01-KO6116689
Qualified in Queens County 2008
Commission Expires October 4, 2008

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

PATENTS AND DESIGN PATENTS

Country	Title	Patent No.	Issued	Expiration
US	Friction Stir Welding Tool	6,053,391	4/25/2000	5/14/2018
US	Apparatus and Method for Joining Sheet Metal Layers	6,052,887	4/25/2000	9/15/2017
US	Tailored Solutionizing of Aluminum Sheets	6,679,417	1/20/2004	6/7/2021
US	Gauge for Monitoring the Dimensions of a Structural Member	4,805,309	2/21/1989	2/1/2008
US	Multi-Piece Siderail for Medium and Heavy Trucks	6,299,210	10/9/2001	8/2/2018
US	Multi-Piece Extruded Link Arm	6,619,533	9/16/2003	9/22/2020
US	Method and Apparatus for the Manufacturing of Structural Members	6,626,351	9/30/2003	5/4/2021
US	Pre-Assembly Attachment System for a Box-Section Frame Member and Method of Assembling	5,442,885	8/22/1995	4/15/2014
US	Rear Suspension with Aligned Coil Springs and Twist Beam Axle	5,409,254	4/25/1995	12/3/2013

C3378/197

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(NY) 27011/140/SA/SCHEDULES/Schedules.Patent.Security.Agreement.DOC

PATENT APPLICATIONS

Country	Title	Application/ Publication No.	Filed
US	Hollow Molded Part with Closed Cross-Section and a Reinforcement	10/781,135	2/17/2004

PATENT LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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None.