

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT				
CONVEYING PARTY DATA					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">Name</th> <th style="width: 20%;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">Gill Industries, Inc.</td> <td style="padding: 2px;">07/22/2010</td> </tr> </table>	Name	Execution Date	Gill Industries, Inc.	07/22/2010	
Name	Execution Date				
Gill Industries, Inc.	07/22/2010				
RECEIVING PARTY DATA					
Name:	PNC Bank, National Association, as Agent				
Street Address:	755 West Big Beaver Road				
City:	Troy				
State/Country:	MICHIGAN				
Postal Code:	48084				
PROPERTY NUMBERS Total: 11					
Property Type	Number				
Patent Number:	6935696				
Patent Number:	6902232				
Patent Number:	7575282				
Patent Number:	7341312				
Patent Number:	7717516				
Application Number:	61103027				
Application Number:	61274993				
Application Number:	61274973				
Application Number:	61274406				
Application Number:	61274405				
Patent Number:	7017992				
CORRESPONDENCE DATA					
Fax Number:	(734)623-1625				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	(734) 623-1678				

OP \$440.00 6935696

501288434

PATENT
REEL: 024973 FRAME: 0319

Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: 301 East Liberty, Suite 500
Address Line 2: Dickinson Wright, PLLC
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:

37890-11

NAME OF SUBMITTER:

Nora Hudge, Paralegal

Total Attachments: 13

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Rider to Security Agreement – Patents

THIS RIDER TO SECURITY AGREEMENT ("**Rider**") is executed as of this 22nd day of July, 2010, by **GILL INDUSTRIES, INC.**, a Michigan corporation ("**Gill Industries**"), **GILL INDUSTRIES – GEORGIA, INC.**, a Michigan corporation ("**Gill Georgia**") (Gill Industries and Gill Georgia are individually, collectively and in all combinations referred to in this Rider as "**Grantor**") with an address at 5271 Plainfield Avenue, NE, Grand Rapids, Michigan 49525 and **PNC BANK, NATIONAL ASSOCIATION** ("**PNC**"), with an address at 755 West Big Beaver Road, Troy, Michigan 48084, in its capacity as agent (PNC in such capacity, "**Agent**") for itself and the other lenders (collectively, the "**Lenders**") from time to time party to that certain Revolving Credit, Term Loan, and Security Agreement among Gill Industries, Gill Georgia, Agent, and Lenders dated of approximate even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). This Rider is incorporated into and made part of the Security Agreement and also into certain other financing documents and security agreements executed by and between the Grantor and the Agent or by and between the Borrowers (as defined in the Security Agreement) and Agent and the Lenders (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Agent the Patent Collateral (as hereinafter defined). The Agent desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Agent a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the "**Applications**"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to

collectively as the "**Patent Rights**"); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "**Claims**") (the Patent Rights and Claims collectively referred to as the "**Patent Collateral**").

2. Representations and Warranties. The Grantor warrants and represents to Agent and the Lenders that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. Covenants. The Grantor further covenants to Agent that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give Agent prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. Maintenance of Patent Collateral. The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair Agent's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. Negative Pledge. The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of Agent.

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Patent Collateral or to grant or issue any

exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to Agent such documents, including the Patent Assignment attached as Exhibit 1, as Agent shall reasonably require to, upon the occurrence of an Event of Default hereunder or under the Loan Documents, permanently assign all rights in the Patent Collateral to Agent, which documents shall be held by Agent, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After the occurrence of an Event of Default hereunder or under the Loan Documents, Agent may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. Prosecution of Patent Applications. (a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of Agent. The Grantor shall not abandon any Patent Collateral without the prior written consent of Agent.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by Agent.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case Agent may, at Agent's option, be joined as a nominal party to such suit if Agent shall be satisfied that such joinder is necessary and that Agent is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, Agent shall execute and deliver to the Grantor all documents necessary to terminate Agent's security interest in the Patent Collateral, and, if applicable, re-vest all rights in and to the Patent Collateral in the Grantor and/or terminate any interest of Agent in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by Agent and until so paid shall be added to the principal amount of the Obligations to Agent and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, Agent may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in Agent's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.


13. **Governing Law.** **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission or email transmission in PDF format shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission or email transmission in PDF format shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or email transmission in PDF format.

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WITNESS the due execution hereof as a document under seal, as of the date first written above.

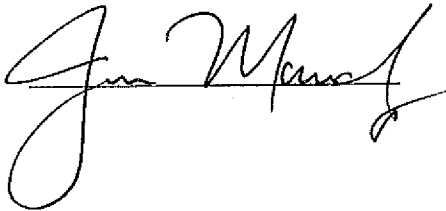
ATTEST:



GILL INDUSTRIES, INC.

By: Thomas Popma
Thomas Popma, Vice President of Finance

ATTEST:



GILL INDUSTRIES - GEORGIA, INC.

By: Thomas Popma
Thomas Popma, Vice President of Finance

PNC BANK, NATIONAL ASSOCIATION,
as Lender and Agent and as Agent

By: _____
Ben Pugliesi, Vice President

Signature Page to Rider to Security Agreement - Patent

STATE OF MICHIGAN)
) SS
COUNTY OF Kent)

On this, the 20th day of July, 2010, before me, a Notary Public, the undersigned officer, personally appeared Thomas Popma, who acknowledged himself to be the Vice President of Finance of **Gill Industries, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ROBERTA L. SNIAECKI
Notary Public, State of Michigan
County of Kent
My Commission Expires Mar 15, 2014
Acting in the County of Kent

Roberta L. Sniatecki
Print Name: Roberta L. Sniatecki
Notary Public, Kent County,
Acting in Kent County,
My Commission Expires: 3-15-2014

STATE OF MICHIGAN)
) SS
COUNTY OF Kent)

On this, the 20th day of July, 2010, before me, a Notary Public, the undersigned officer, personally appeared Thomas Popma, who acknowledged himself to be the Vice President of Finance of **Gill Industries - Georgia, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ROBERTA L. SNIAECKI
Notary Public, State of Michigan
County of Kent
My Commission Expires Mar 15, 2014
Acting in the County of Kent

Roberta L. Sniatecki
Print Name: Roberta L. Sniatecki
Notary Public, Kent County,
Acting in Kent County,
My Commission Expires: 3-15-2014

Notary Signature Page to Rider to Security Agreement - Patent

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

GILL INDUSTRIES, INC.

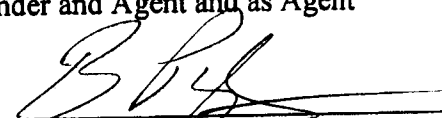
By: _____
Thomas Popma, Vice President of Finance

ATTEST:

GILL INDUSTRIES – GEORGIA, INC.

By: _____
Thomas Popma, Vice President of Finance

PNC BANK, NATIONAL ASSOCIATION,
as Lender and Agent and as Agent

By: 
Ben Pugliesi, Vice President

Signature Page to Rider to Security Agreement - Patent

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 22nd day of July, 2010 by Ben Pugliesi, the Vice President of **PNC Bank, National Association**, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

DIANNA MAKUROF
Notary Public, Macomb County, Michigan
My Commission Expires February 13, 2013
Acting in Wayne County, MI

Dianna Makurof
Print Name: _____
Notary Public, _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Notary Signature Page to Rider to Security Agreement - Patent

SCHEDULE A TO RIDER TO SECURITY AGREEMENT – PATENTS

<u>PATENT (APPLICATION) NO.</u>	<u>ISSUE (FILING) DATE</u>	<u>TITLE</u>
6,935,696	09/30/2005	Head Restraining Mechanism and Method for Making Same (Anti-Chuck Two-Piece Bracket)
6,902,232	06/07/2005	Automatic Fold and Return Head Restraint (Auto Fold and Return)
7,575,282	09/18/2009	Foldable Head Restraint (J-Latch)
7,341,312	03/11/2008	Foldable Head Restraint (Anti-Chuck H/R)
7,717,516	05/18/2010	Gill Platform Head Restraint
61/103,027	10/06/2009	Head Restraint Rods
61/274,993	08/24/2009	Two Way Head Restraint Inserts
61/274,973	08/24/2009	Sliding Latch H/R Application
61/33,562	08/13/2009	Head Restraint Armature Single Piece Construction
61/274/406	08/17/2009	Dump/Bed Box Construction
61/274,405	08/17/2009	Chair Back Height Adjustment Mechanism
US Patent 7,017,992	05/28/2006	Gill Chair Controls
Canadian App. 2,428,562	05/14/2003	
Taiwan Patent I284014	10/26/2009	(Reassignment date)
China Patent ZL03137042.X	10/16/2009	(Reassignment date)
German Patent 603 19 946.1	10/19/2009	(Reassignment date)
French Patent 1 449 461	10/16/2009	(Reassignment date)
Great Britain Patent 1 449 461	10/16/2009	(Reassignment date)

EXHIBIT 1
FORM OF PATENT ASSIGNMENT

PATENT ASSIGNMENT

WHEREAS, GILL INDUSTRIES, INC., a Michigan corporation ("**Gill Industries**"), and **GILL INDUSTRIES – GEORGIA, INC.**, a Michigan corporation ("**Gill Georgia**") (Gill Industries and Gill Georgia are individually, collectively and in all combinations referred to in this Assignment as "**Grantor**") is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule "A" attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "**Patent Collateral**"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office;

WHEREAS, that certain Rider to Security Agreement – Patents dated as of July 22, 2010 (the "**Rider**") provides that this Patent Assignment becomes effective upon the occurrence of an Event of Default as defined in that certain Revolving Credit, Term Loan and Security Agreement among Grantor, PNC Bank, National Association ("**PNC**") and the other lenders from time to time party thereto ("**Lenders**"), and PNC as agent for the Lenders (PNC in such capacity, "**Agent**" or "**Grantee**") (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") (hereafter, a "**Triggering Event**");

WHEREAS, Grantee, for itself and the Lenders, having a place of business at 755 West Big Beaver Road, Troy, Michigan 48084 is desirous of acquiring said Patent Collateral upon the occurrence of a Triggering Event; and

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith, whether presently existing or hereafter arising or acquired.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on this 22nd day of July, 2010.

ATTEST:

GILL INDUSTRIES, INC.

By: _____
Thomas Popma, Vice President of Finance

ATTEST:

GILL INDUSTRIES – GEORGIA, INC.

By: _____
Thomas Popma, Vice President of Finance

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this, the ____ day of July, 2010, before me, a Notary Public, the undersigned officer, personally appeared Thomas Popma, who acknowledged himself to be the Vice President of Finance of **Gill Industries, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: _____
Notary Public, _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Signature Page and Notary to Patent Assignment

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this, the _____ day of July, 2010, before me, a Notary Public, the undersigned officer, personally appeared Thomas Popma, who acknowledged himself to be the Vice President of Finance of **Gill Industries - Georgia, Inc.**, a Michigan corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: _____
Notary Public, _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Notary Signature Page to Patent Assignment