

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amended and Restated Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Milsco Manufacturing Company, a unit of Jason Incorporated	09/21/2010

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	5658050
Patent Number:	5794911
Patent Number:	5823624
Patent Number:	5876085
Patent Number:	5972149
Patent Number:	5975629
Patent Number:	6007150
Patent Number:	6120630
Patent Number:	7093684
Patent Number:	7523988
Patent Number:	6913099
Patent Number:	7185867
Patent Number:	D516327
Patent Number:	D516824
Patent Number:	D482880

OP \$1280.00 5658050

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PATENT
REEL: 025039 FRAME: 0263

Patent Number:	D482881
Patent Number:	D482882
Patent Number:	D483191
Patent Number:	D536546
Patent Number:	D536547
Patent Number:	D536887
Patent Number:	D536187
Patent Number:	D502610
Patent Number:	6935693
Patent Number:	7472959
Application Number:	11773391
Application Number:	11908856
Application Number:	11421461
Application Number:	12245741
Application Number:	11845872
Application Number:	12326057
Application Number:	12484121

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2698
 Email: magdalini.rizakos@lw.com
 Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
 Address Line 1: 233 South Wacker Drive, Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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Total Attachments: 8
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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of September 21, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties and amends and restates in their entirety (i) that certain Patent Security Agreement, dated as of December 16, 2005, (ii) that certain Patent Security Agreement, dated as of May 11, 2007, and (iii) that certain Patent Security Agreement, dated as of August 25, 2009, each by and among Jason Incorporated and Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, collectively, the "Existing Patent Security Agreements").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 21, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Intermediate Holdco, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make and continue extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented, or otherwise modified, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Amended and Restated Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make and continue their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, has previously mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, and hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, in each case all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Amended and Restated Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Patent Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Amendment and Restatement. This Patent Security Agreement amends and restates the Existing Patent Security Agreements in their entirety, and nothing in this Patent Security Agreement shall be deemed to constitute a novation of the Existing Patent Security Agreements. Without in any way limiting the terms of this Patent Security Agreement, all obligations of the Grantors under the Existing Patent Security Agreements shall be deemed to be obligations of the Grantors under this Patent Security Agreement and all security interest and other rights of the Agent with respect to the Patent Collateral of the Grantors under the Existing Patent Security Agreements shall be deemed to be the security interests or rights of the Agent hereunder. This Patent Security Agreement does not evidence a repayment and reborrowing of the Secured Obligations (as defined in the Guaranty and Security Agreement) or a termination and regranting of the security interests granted under the Existing Patent Security Agreement. Such Secured Obligations and security interests shall be continuing in all respects.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

JASON INCORPORATED,
as Grantor,

By: 
Name: John J. Hengel
Title: Vice President of Finance

On behalf of itself and:

Milsco Manufacturing Company, a unit of Jason
Incorporated,

and

Janesville Acoustics, a unit of Jason Incorporated

[Signature Page to Patent Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of WISCONSIN)

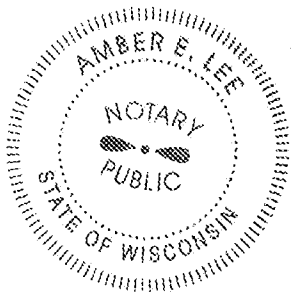
County of MILWAUKEE)

ss.

On this 18 day of September, 2010 before me personally appeared John J. Hengel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jason Incorporated, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Amber E. Lee
Notary Public

COMMISSION EXP. 09/15/2013



[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: H. Rinehart
Name:
Title: **Heidi Rinehart**
Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 025039 FRAME: 0270

OWNER ¹	TITLE	JURISD.	REG. / APP. NO.	REG. / APP. DATE
Milsco Manufacturing Company*	Vehicle seat with inflatable bladder	U.S.	5658050	8/19/97
Milsco-Manufacturing Company*	Adjustable vehicle seat suspension	U.S.	5794911	8/18/98
Milsco Manufacturing Company*	Modular height adjustable vehicle seat armrest	U.S.	5823624	10/20/98
Milsco-Manufacturing Company*	Adjustable vehicle seat	U.S.	5876085	3/2/99
Milsco-Manufacturing Company*	Method for making a seat using a pressured bladder	U.S.	5972149	10/26/99
Milsco Manufacturing Company*	Vehicle seat with inflatable bladder	U.S.	5975629	11/2/99
Milsco-Manufacturing Company*	Motorcycle seat with adjustable backrest	U.S.	6007150	12/28/99
Milsco Manufacturing Company*	Method of Making a seat cushion	U.S.	6120630	9/19/00
Milsco-Manufacturing Company*; Harley-Davidson Motor Company Group, Inc.	Mounting configuration and method for a motorcycle seat	U.S.	7093684	8/22/06
Milsco Manufacturing Company*	Seat, Suspension, Bolster, and Shell	U.S.	7523988	4/28/09
Milsco Manufacturing Company*; Harley-Davidson Motor Company Group, Inc.	Mounting configuration and method for a motorcycle seat	U.S.	6913099	7/5/05
Milsco Manufacturing Company*	Vehicle seat suspension and method	U.S.	7185867	3/6/07
Milsco Manufacturing*	Vehicle Seat (XA500)	U.S.	D516327	3/7/06
Milsco Manufacturing*	Vehicle Seat (XH150)	U.S.	D516824	3/14/06
Milsco Manufacturing*	Vehicle seat (CE 200)	U.S.	D482880	12/2/03
Milsco Manufacturing Company*	Vehicle seat (XH 130)	U.S.	D482881	12/2/03
Milsco-Manufacturing Company*	Vehicle seat (XH 110)	U.S.	D482882	12/2/03
Milsco Manufacturing Company*	Vehicle seat (XB 180)	U.S.	D483191	12/9/03
Milsco-Manufacturing Company*; Deere & Company	Vehicle Seat (XK150 full detail)	U.S.	D536546	2/13/07
Milsco Manufacturing Company*; Deere & Company	Vehicle Seat (XK150 generic)	U.S.	D536547	2/13/07
Milsco Manufacturing Company*; Deere & Company	Vehicle Seat (XK190 full detail)	U.S.	D536887	2/20/07

¹ The record owners marked with "*" are units or divisions of Jason Incorporated.

Milsco-Manufacturing Company*; Deere & Company	Vehicle Seat (XK190 generic)	U.S.	D536187	2/6/07
Milsco Manufacturing*	Vehicle seat (XB 210)	U.S.	D502610	3/8/05
Milsco Manufacturing*	Seat Suspension	U.S.	6935693	8/30/05
Milsco Manufacturing Company*	Folding Seat	U.S.	7472959	1/6/09
Milsco Manufacturing Company*	Seat with Adjustable Seat Occupant Support Assembly and Integrally Formed Seat Shell Therefor	U.S.	11/773391	7/3/07
Milsco Manufacturing Company*	Seat Mount with Integrated Adjustment	U.S.	11/908856	3/23/06
Milsco-Manufacturing Company*	Vehicle Seat Assembly System	U.S.	11/421461	5/31/06
Milsco Manufacturing Company*	Seat Swivel Mechanism	U.S.	12/245741	10/4/08
Milsco Manufacturing Company*	Seat Suspension and Shell	U.S.	11/845872	8/28/07
Milsco Manufacturing Company*	Adjustable Vehicle Seat Suspension	U.S.	12/326057	12/1/08
Milsco Manufacturing Company*	Vehicle Seat Assembly	U.S.	12/484121	6/12/09