## 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
Zeledyne, LLC, a Limited Liability Company	09/21/2010

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., As Agent, A National Banking Association	
Street Address:	901 Main Street, 11th Floor	
Internal Address:	TX1-492-11-23	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75202	

#### PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	12397458
Application Number:	12417712
Application Number:	12500698
Application Number:	12645935
Application Number:	11805860

#### **CORRESPONDENCE DATA**

Fax Number: (313)496-8454

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

Phone: 3134967562

Email: spano@millercanfield.com

Kristen I. Spano Correspondent Name:

Address Line 1: 150 West Jefferson Avenue

Address Line 2: **Suite 2500** 

501302022

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 029982-00671

**PATENT** 

**REEL: 025046 FRAME: 0675** 

NAME OF SUBMITTER:	Kristen I. Spano
Total Attachments: 5 source=Patent Agr#page1.tif source=Patent Agr#page2.tif source=Patent Agr#page3.tif source=Patent Agr#page4.tif source=Patent Agr#page5.tif	

PATENT REEL: 025046 FRAME: 0676

## PATENT SECURITY AGREEMENT SUPPLEMENT

THIS PATENT SECURITY AGREEMENT SUPPLEMENT ("<u>Agreement</u>") dated as of September \_\_\_21\_\_\_, 2010 ("<u>Effective Date</u>"), is entered into by and between Zeledyne, L.L.C., a Delaware limited liability company ("<u>Grantor</u>") and Bank of America, N.A., as Agent (in such capacity, "<u>Agent</u>").

#### RECITALS:

- A. On April 14, 2008, Grantor, as Borrower, Bank of America, N.A., as Agent and as a Lender and Wachovia Bank, as a Lender, entered into a Loan and Security Agreement (as amended, supplemented and modified, "Loan Agreement"). Capitalized terms not otherwise defined in this Agreement have the meanings set forth in Loan Agreement.
- B. On April 14, 2008, Grantor and Bank of America, N.A., as Agent, entered into a Patent Security Agreement ("Existing Patent Security Agreement") to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's patents, patent licenses and all related registrations and recordings.
- C. Since the date of the Existing Patent Security Agreement, Grantor has obtained or applied for additional patents as listed on <u>Schedule 1</u> hereto. Grantor and Agent now wish to supplement the Existing Patent Security Agreement to more fully perfect Agent's Lien on all patents of Grantor, including any patents granted since the date of the Existing Patent Security Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

## 1. Grant of Security Interest.

- (a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor's patents, patent licenses and all registrations and recordings thereof and applications in connection therewith, whether now owned or hereafter acquired, and wherever located, including the patents and patent licenses listed on <a href="Schedule 1">Schedule 1</a> and including all reissues, extensions or renewals thereof (collectively, "Secured Patents").
- (b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

## 2. Release of Security Interest.

Subject to the Loan Agreement and following Full Payment of the Obligations, Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

18,292.113 4\029982-00671

PATENT REEL: 025046 FRAME: 0677

## 3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's signature to such modification, by amending **Schedule 1** hereto to include reference to any right, title or interest in any patents currently owned by Grantor or any patents acquired by Grantor.

## 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

## Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

## 6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed and delivered as of the Effective Date.

ZELEDYNE, L.L.C., a Delaware limited liability By: Name: Robert Price Title: Manager STATE OF OKlahoma) COUNTY OF To On September \_\_\_\_\_, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Robert Price, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as Manager, on behalf of Zeledyne, L.L.C., a Delaware limited liability company, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its limited liability company agreement or a resolution of its board of managers. WITNESS MY HAND AND/OR OFFICIAL SEAL. (NOTARIAL STAMP OR SEAL) Notary Public Oklahoma OFFICIAL SEAL JOHNNIE MORLAND Comm. #06008599 Expires: August 30, 2014 My Commission expires: 0-30-10

3

		BANK OF AMERICA, N.A., as Agent
		By: H. Michael Wills
		Title: Senior Vice President
STATE OF TEXAS	) ) ss:	
COUNTY OF DALLAS	) 33.	
said state and county, person to me on the basis of satisfact instrument as a senior vice p	nally appeared ctory evidence) resident on bel ged to me that t	e me, the undersigned, a notary public in and for H. Michael Wills, personally known to me (or proved to be the person who executed the within half of Bank of America, N.A., a national banking he bank executed the within instrument pursuant to ctors.
WITNESS MY HAND AND/C	OR OFFICIAL S	SEAL.
(NOTARIAL STAMP OR SEA MARGARET A. HENDER Notary Public, State of Texas Cornm. Exp. 07-05-	SON:	Notary Public
My Commission expires:		
7.5.2011		

## Schedule 1

# **Patent Security Agreement Supplement**

Publication or Application No.	Title	Country
12/397458	FOLDING PIN	US
12/417712	HIGH TRANSMITTANCE GLASS	US
12/500698	METAL ENDCAPS	US
12/645935	THROUGH GLASS VENTILATION SYSTEM	US
11/805860	81161049 REISSUE OF 6902224 SLIDER WINDOW ASSEMBLY	US

18,292,113.4\029982-00671

**RECORDED: 09/27/2010** 

PATENT REEL: 025046 FRAME: 0681