

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
Porter Engineered Systems, Inc.	11/23/2010
Porter Engineered Systems Ohio, LLC	11/23/2010
Porter Group, LLC	11/23/2010
KP Holdings, LLC	11/23/2010

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	Asset Based Finance BC-MN-H04B, U.S. Bancorp Center
Internal Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-7020

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	6883869
Patent Number:	6860560
Patent Number:	6991293
Patent Number:	6945585
Patent Number:	7000990
Patent Number:	6923504
Patent Number:	7367604
Patent Number:	7431371
Patent Number:	6513875
Patent Number:	6557941
Patent Number:	6726282
Patent Number:	6789849

PATENT

501359375

REEL: 025412 FRAME: 0606

CH \$1160.00 6883869

Patent Number:	7828390
Application Number:	11560376
Application Number:	12112243
Application Number:	12112327
Application Number:	12356565
Patent Number:	5157826
Patent Number:	5219045
Patent Number:	5441129
Patent Number:	5568843
Patent Number:	5689995
Patent Number:	5806932
Patent Number:	6161657
Patent Number:	6086155
Patent Number:	6003394
Patent Number:	6106067
Patent Number:	6164419
Patent Number:	5794470

CORRESPONDENCE DATA

Fax Number: (216)348-5474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2163485400
 Email: ip@mcdonaldhopkins.com
 Correspondent Name: David B. Cupar c/o McDonald Hopkins LLC
 Address Line 1: 600 Superior Avenue, East
 Address Line 2: Suite 2100
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	25241-00030
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NAME OF SUBMITTER:	David B. Cupar
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Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of the 23rd day of November 2010, by **PORTER ENGINEERED SYSTEMS, INC.**, a Michigan corporation, **PORTER ENGINEERED SYSTEMS OHIO, LLC**, a Michigan limited liability company, **PORTER GROUP, LLC**, a Michigan limited liability company, and **KP HOLDINGS, LLC**, a Michigan limited liability company, (collectively, "Pledgor"), and delivered to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Financing Agreement dated of even date herewith by and among Pledgor and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor's Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Lender to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright

Office, and with any appropriately empowered officials of foreign countries necessary to perfect Lender's security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are paid and satisfied in full in cash.

3. Pledgor represents, warrants and covenants that:

(a) The Assets that are material to the business of Pledgor are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets that is material to the business of Pledgor is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before all Obligations have been paid and satisfied in full in cash, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's request, Pledgor shall provide Lender and Lender's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been paid and satisfied in full in cash, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Unless permitted by the terms of the Loan Documents, Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender.

7. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Michigan, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Lender to file a copy of such assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Lender's interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are paid and satisfied in full in cash.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement 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 or preserving the Assets, or in defending or prosecuting

any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been paid and satisfied in full in cash, to preserve and maintain all rights in the Assets, and upon reasonable request of Lender, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor that are material to Pledgor's business. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Michigan without regard to its otherwise applicable principles of conflicts of laws.

19. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND FOR LENDER TO EXTEND CREDIT TO PLEDGOR, PLEDGOR

AND LENDER AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE AND WITHOUT LIMITATION ON THE ABILITY OF LENDER, ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF LENDER'S RIGHTS AGAINST PLEDOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF PLEDGOR, INCLUDING DISPOSITIONS OF THE COLLATERAL, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT MINNEAPOLIS, MINNESOTA. LENDER AND PLEDGOR EACH CONSENT TO AND SUBMIT TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT MINNEAPOLIS, MINNESOTA HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO PLEDGOR AND LENDER AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THE LOAN AGREEMENT OR AS OTHERWISE PROVIDED UNDER APPLICABLE LAW. PLEDGOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

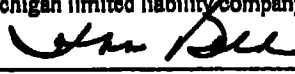
20. PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

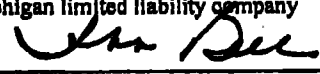
PORTER ENGINEERED SYSTEMS, INC.,
a Michigan corporation

By: 
Name: John Ball
Title: President

PORTER GROUP, LLC,
a Michigan limited liability company

By: 
Name: John Ball
Title: President

PORTER ENGINEERED SYSTEMS OHIO, LLC,
a Michigan limited liability company

By: 
Name: John Ball
Title: President

KP HOLDINGS, LLC,
a Michigan limited liability company

By: 
Name: John Ball
Title: Chief Executive Officer

Approved and Accepted:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

PORTER ENGINEERED SYSTEMS, INC.,
a Michigan corporation

By: _____
Name: John Ball
Title: President

PORTER GROUP, LLC,
a Michigan limited liability company

By: _____
Name: John Ball
Title: President

PORTER ENGINEERED SYSTEMS OHIO, LLC,
a Michigan limited liability company

By: _____
Name: John Ball
Title: President

KP HOLDINGS, LLC,
a Michigan limited liability company

By: _____
Name: John Ball
Title: Chief Executive Officer

Approved and Accepted:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: James M. McDonough
Name: James M. McDonough
Its: officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF Michigan : SS
COUNTY OF Oakland :

Acknowledged before me on this 14th of November 2010, before me personally appeared John Ball to me known and being duly sworn, deposes and says that he is the President of PORTER ENGINEERED SYSTEMS, INC., a Michigan corporation, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Pamela R. Printz
Notary Public
My Commission Expires: June 21, 2013

PAMELA R. PRINTZ
Notary Public, State of MI
County of Macomb

My Commission Expires: June 21, 2013
Acting in the County of Oakland

UNITED STATES OF AMERICA :
STATE OF Michigan : SS
COUNTY OF Oakland :

Acknowledged before me on this 14th of November 2010, before me personally appeared John Ball to me known and being duly sworn, deposes and says that he is the President of PORTER GROUP, LLC, a Michigan limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Pamela R. Printz
Notary Public
My Commission Expires: June 21, 2013

PAMELA R. PRINTZ
Notary Public, State of MI
County of Macomb
My Commission Expires: June 21, 2013
Acting in the County of Oakland

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT - 1]

UNITED STATES OF AMERICA :
STATE OF Michigan : SS
COUNTY OF Oakland :

Acknowledged before me on this 19th of November 2010, before me personally appeared John Ball to me known and being duly sworn, deposes and says that he is the President of PORTER ENGINEERED SYSTEMS OHIO, LLC, a Michigan limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Pamela R. Printz
Notary Public
My Commission Expires: June 21, 2013

PAMELA R. PRINTZ
Notary Public, State of MI
County of Macomb

UNITED STATES OF AMERICA :
STATE OF Michigan : SS
COUNTY OF Oakland :

My Commission Expires: June 21, 2013
Acting in the County of Oakland

Acknowledged before me on this 19th of November 2010, before me personally appeared John Ball to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of KP HOLDINGS, LLC, a Michigan limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Pamela R. Printz
Notary Public
My Commission Expires: June 21, 2013

PAMELA R. PRINTZ
Notary Public, State of MI
County of Macomb
My Commission Expires: June 21, 2013
Acting in the County of Oakland

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT - 2]

UNITED STATES OF AMERICA :

STATE OF OHIO :

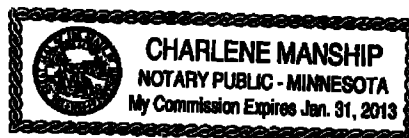
SS

COUNTY OF CUYAHOGA :

Acknowledged before me on this 19th of November 2010, before me personally appeared James McDonough to me known and being duly sworn, deposes and says that s/he is the Officer of U.S. BANK, NATIONAL ASSOCIATION, a national banking association, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires: Jan 31, 2013



[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT - 3]

SCHEDULE A

Trademarks

<u>TRADEMARK</u>	<u>NUMBER</u>	<u>ISSUED</u>	<u>OWNER</u>
Spinlok	2605074	08/06/2002	Porter Group, LLC

Registered Patents

<u>PATENT</u>	<u>NUMBER</u>	<u>ISSUED</u>	<u>OWNER</u>
Vehicle seat back recliner	6883869	04/26/2005	Porter Group, LLC
Seat back recliner for vehicles	6860560	03/01/2005	Porter Group, LLC
Vehicle seat support frame assembly	6991293	01/31/2006	Porter Group, LLC
Vehicle seat attachment latch assembly	6945585	09/20/2005	Porter Group, LLC
Recliner for vehicle foldable seat	7000990	02/21/2006	Porter Group, LLC
Vehicle seat back recliner and assembly	6923504	08/02/2005	Porter Group, LLC
Front latch assembly for vehicle seat cushion	7367604	05/06/2008	Porter Group, LLC
Vehicle seat latch	7431371	10/07/2008	Porter Group, LLC
Fold-flat reclining mechanism for a vehicle seat	6513875	02/04/2003	Porter Engineered Systems, Inc.
Memory system for seat back recliner	6557941	05/06/2003	Porter Engineered Systems, Inc.
Seat adjustment and dumping system with cable spool memory	6726282	04/27/2004	Porter Engineered Systems, Inc.
Fold-flat seat reclining and locking mechanism	6789849	09/14/2004	Porter Engineered Systems, Inc.
Vehicle seat armrest assembly	7828390	11/9/2010	Porter Group, LLC

Pending Patents

<u>PATENT</u>	<u>NUMBER</u>	<u>ISSUE/PUB. DATE</u>	<u>OWNER</u>
Apparatus and method for staking part assembly fasteners	11/560376	05/22/2008	Porter Group, LLC
Vehicle seat armrest assembly	12/112243	11/13/2008	Porter Group, LLC
Vehicle seat armrest having tilt adjuster	020816/0307		Porter Group, LLC
Vehicle armrest positioning assembly	12/112327	12/04/2008	Porter Group, LLC
Adjustable positioner for vehicle seat back headrest	12/356565	09/24/2009	Porter Group, LLC

International Patents

<u>PATENT</u>	<u>WIPO NUMBER</u>	<u>WIPO ISSUE DATE</u>	<u>COUNTRY & FILE NUMBER</u>	<u>FILE DATE</u>	<u>OWNER</u>
Memory system for seat back recliner	WO2001/051305	7/19/2001	Australia 29290/01	06/19/2002	Porter Engineered Systems, Inc.
Fold-flat reclining mechanism for a vehicle seat	WO 2002/036386	5/10/2002	Australia 2002225784	05/05/2003	Porter Engineered Systems, Inc.
Fold-flat seat reclining and locking mechanism	WO2002/094607	11/28/2008	N/A	N/A	Porter Engineered Systems, Inc.
Vehicle seat back recliner	WO2004/080748	9/23/2004	EP 2004714178	08/29/2005	Porter Group, LLC
			Korea 1020057016910	09/09/2005	
Seat back recliner for vehicles	WO2004/094179	11/4/2004	EP 2004714141	08/29/2005	Porter Group, LLC
			Korea 1020057016930	09/09/2005	
Vehicle seat support frame	WO2005/037595	4/28/2005	N/A	N/A	Porter Group, LLC

assembly							
Vehicle seat at attachment latch assembly	WO2005/097541	10/20/2005	Korea 1020067020087	09/28/2006	Porter Group, LLC		
Vehicle seat back recliner and assembly	WO2006/020313	2/23/2006	Korea 1020077001993	01/26/2007	Porter Group, LLC		
Recliner for vehicle foldable seat	WO2006/101612	9/28/2006	N/A	N/A	Porter Group, LLC		
Front latch assembly for vehicle seat cushion	WO2007/078398	7/12/2007	EP 2006827041	06/19/2008	Porter Group, LLC		
Vehicle seat latch	WO2007/109397	9/27/2007	N/A	N/A	Porter Group, LLC		
Apparatus and method for staking part assembly fasteners	WO2008/063896	5/29/2008	N/A	N/A	Porter Group, LLC		
Vehicle seat armrest assembly	WO2008/140938	11/20/2008	N/A	N/A	Porter Group, LLC		
Vehicle armrest positioning assembly	WO2008/150602	12/11/2008	N/A	N/A	Porter Group, LLC		

Licensed Patents

<u>PATENT</u>	<u>NUMBER</u>	<u>ISSUED</u>	<u>OWNER</u>
Method for making linear mechanical lock with one-piece lock housing	5157826	10/27/1992	PL Porter/Crane Aerospace
Linear mechanical lock with one-piece lock housing	5219045	06/15/1993	PL Porter/Crane Aerospace
Precision linear mechanical lock	5441129	08/15/1995	PL Porter/Crane Aerospace
Precision linear mechanical lock	5568843	10/29/1996	PL Porter/Crane Aerospace
Actuator that adjusts to side loads automatically by pivoting internally	5689995	11/25/1997	PL Porter/Crane Aerospace
Seat adjustment and dumping mechanism with memory of adjustment	5806932	09/15/1998	PL Porter/Crane Aerospace
Mechanical lock with a cam-driven locking pawl	6161657	12/19/2000	PL Porter/Crane Aerospace

Rotary seat adjustment mechanism	6086155	07/11/2000	PL Porter/Crane Aerospace
Actuator that adjusts to side loads automatically by pivoting internally	6003394	12/21/1999	PL Porter/Crane Aerospace
Seat adjustment and dumping mechanism with memory adjustment coordinated with seat positioning	6106067	08/22/2000	PL Porter/Crane Aerospace
Mechanical seat lock with translating rod that does not rotate	6164419	12/26/2000	PL Porter/Crane Aerospace
Mechanical seat lock(tripe bias)	5794470	08/18/1998	Crane Co.

A/73557494.5

EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the ____ day of _____.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____ 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

{2451231:2}