

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

GRANT OF SECURITY INTEREST - PATENTS

CONVEYING PARTY DATA

Name	Execution Date
Sage Automotive Interiors, Inc.	05/06/2011

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	11174795
Application Number:	11881439
Application Number:	09769974
Application Number:	10438497
Application Number:	11314113
Application Number:	11540053
Application Number:	11592886
Application Number:	08886848
Application Number:	09003560
Application Number:	10078184
Application Number:	09602122
Application Number:	10887755

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

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PATENT  
REEL: 026240 FRAME: 0949

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ATTORNEY DOCKET NUMBER:

014951-1203

NAME OF SUBMITTER:

Marisa Davidson (014951-1203)

Total Attachments: 5

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## GRANT OF A SECURITY INTEREST -- PATENTS

Anything herein to the contrary notwithstanding, the Liens securing the obligations evidenced by this Security Agreement and the exercise of any right or remedy with respect thereto are subject to the provisions of the Intercreditor Agreement dated as of May 6, 2011 (as amended, restated, supplemented, amended and restated, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Working Capital Agent, ABLECO FINANCE LLC, a Delaware corporation, as Term Loan Agent, and consented to by the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

This Patent Security Agreement (this "Patent Security Agreement") is made as of May 6, 2011, by Sage Automotive Interiors, Inc. ("Grantor"), in favor of Ableco Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 6, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, together with, among other things, the goodwill of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and

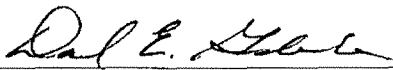
remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SAGE AUTOMOTIVE INTERIORS, INC.

By:   
Name: David Gable  
Title: Chief Financial Officer

Patent Security Agreement

**PATENT**  
**REEL: 026240 FRAME: 0953**

## SCHEDULE A TO GRANT OF A SECURITY INTEREST

### Patents and Patent Applications

<b>Title</b>	<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Record Owner</b>
Yarn and Fabric with Zones of Variable Heat	US	7/5/2005	11/174,795	7,674,301	3/9/2010	Sage Automotive Interiors, Inc.
Static Dissipative Textile	US	7/27/2007	11/881,439			Sage Automotive Interiors, Inc.
Space Dyed Yarn	US	1/25/2001	09/769,974	6,413,632	7/2/2002	Sage Automotive Interiors, Inc.
Pile Fabric	US	5/15/2003	10/438,497	7,086,423	8/8/2006	Sage Automotive Interiors, Inc.
Photocatalytic Substrate and Process for Producing the Same	US	12/21/2005	11/314,113			Sage Automotive Interiors, Inc.
Process for Creating Fabrics with Branched Fibrils and Such Fibrillated Fabrics	US	9/29/2006	11/540,053			Sage Automotive Interiors, Inc.
Substrate having Photocatalytic and Activated Carbon Constituents and Process for Producing	US	11/3/2006	11/592,886			Sage Automotive Interiors, Inc.
Composite Textile Structure	US	7/1/1997	08/886,848	5,855,991	1/5/1999	Sage Automotive Interiors, Inc.
Ultraviolet Resistant Fabric	US	1/6/1998	09/003,560	5,856,249	1/5/1999	Sage Automotive Interiors, Inc.

<b>Title</b>	<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Record Owner</b>
Low Abrasion Elastomeric Fabric	US	2/19/2002	10/078,184	6,435,221	8/20/2002	Sage Automotive Interiors, Inc.
Textile/Elastomer Composite Preferable for Transfer or Film Coating and Method of Making said Composite	US	6/23/2000	09/602,122	6,475,562	11/5/2002	Sage Automotive Interiors, Inc.
Apparatus and Method for Forming Multi-Colored Yarn	US	7/9/2004	10/887,755	7,131,158	11/7/2006	Sage Automotive Interiors, Inc.