

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
Syntec Seating Solutions, LLC	04/06/2012
RECEIVING PARTY DATA	
Name:	TK Holdings Inc.
Street Address:	2500 Takata Drive
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	48326
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7784867
Patent Number:	7789460
Patent Number:	8123293
Application Number:	61480993
Application Number:	61509508
Application Number:	12551252
Application Number:	12040167
CORRESPONDENCE DATA	
Fax Number:	(248)433-7274
Phone:	248-433-7200
Email:	amoscowitz@dickinsonwright.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Dickinson Wright PLLC
Address Line 1:	2600 West Big Beaver Road, Suite 300
Address Line 4:	Troy, MICHIGAN 48084

OP \$280.00 7784867

ATTORNEY DOCKET NUMBER:	37963-1
NAME OF SUBMITTER:	Craig A. Phillips
Total Attachments: 5 source=37961_1Patent_Trademark_SecurityAgreement#page1.tif source=37961_1Patent_Trademark_SecurityAgreement#page2.tif source=37961_1Patent_Trademark_SecurityAgreement#page3.tif source=37961_1Patent_Trademark_SecurityAgreement#page4.tif source=37961_1Patent_Trademark_SecurityAgreement#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 6, 2012 by SYNTEC SEATING SOLUTIONS LLC, a Michigan limited liability company, with an address of 200 Swathmore Avenue, High Point, North Carolina 27263 (the "Grantor"), in favor of TK HOLDINGS INC, a Delaware corporation, of 2500 Takata Drive, Auburn Hills, Michigan 48326 (the "Takata").

Recitals

A. This Agreement secures payment and performance of all obligations and indebtedness of Debtor now and hereafter owing to Takata under (a) this Agreement, (b) that certain Promissory Note of Debtor in favor of Takata dated as of December 30, 2010 in the principal amount of \$1,000,000.00 ("First Emergency Note"), (c) that certain Promissory Note of Debtor in favor of Takata dated as of April 30, 2011 in the principal amount of \$1,000,000 ("Second Emergency Note"), (d) that certain Third Emergency Promissory Note of Debtor in favor of Takata dated as of March 6, 2012 in the principal amount of \$2,000,000 ("Third Emergency Note" and together with the First Emergency Note and the Second Emergency Note, the "Note"), (e) all documents and agreements which secure the payment of Debtor's obligations under the Note, and (f) all replacements, modifications, extensions and renewals of the foregoing and all interest accrued thereon (collectively, the "Indebtedness").

B. The Grantor has executed that certain Security Agreement of Debtor in favor of Takata dated December 30, 2010, as amended by that certain First Amendment to Security Agreement dated as of April 30, 2011, and that certain Second Amendment to the Security Agreement dated as of March 6, 2012 (as amended, the "Security Agreement").

C. The Grantor is executing and delivering this Agreement to Takata to facilitate the recording with the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds in the Patents and Trademarks identified on Exhibit A attached hereto.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Note, the Grantor hereby grants to Takata, to secure the Indebtedness, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor:

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Exhibit A attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, but excluding any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office; and
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Exhibit A attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to Takata herein are granted in furtherance, and not in limitation of, the security interests granted to Takata pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of Takata with respect to the security interest in the Trademarks and

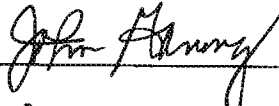
the patents made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, Debtor and Takata have executed this Patent and Trademark Security Agreement as of the date first above written.

TAKATA:

TK HOLDINGS INC

By 
Its: VP - TREASURER

DEBTOR:

SYNTEC SEATING SOLUTIONS LLC

By 
Tom Davidson, its Manager

Exhibit A

U.S. Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Filing/Registration Date</u>
Syntec Seating Solutions	3837115	2010-08-24

U.S. Trademark Applications

<u>Trademark Application</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>

U.S. Patents

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
SEAT ASSEMBLY FOR A VEHICLE which is set forth in United States Patent Application No. 12/040153, filed February 29, 2008, having attorney docket no. 102999.00004, which claims priority to United States Provisional Patent Application Nos. 60/892543 filed March 2, 2007, having attorney docket no. 102999.00002 and 60/966403 filed August 28, 2007, having attorney docket no. 102999.00003;	7784867	08-31-2010
SEAT ASSEMBLY FOR A VEHICLE which is set forth in United States Patent Application No. 12/040181, filed February 29, 2008, having attorney docket no. 102999.00007, which claims priority to United States Provisional Patent Application Nos. 60/892543 filed March 2, 2007, having attorney docket no. 102999.00002 and 60/966403 filed August 28, 2007, having attorney docket no. 102999.00003;	7789460	09-07-2010
8) EMERGENCY EXIT ROW "FLEX-FLIP" SEAT FOR SCHOOL BUSES which is set forth in United States Provisional Patent Application No. 61/122,462, filed December 15, 2008, having attorney docket no. 102999.00021.	8,123,293 App No: 12/637,176	02-28-2012

U.S. Patent Applications

<u>Patent Application</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
Seat integrated Energy Management device	61/480,993	
Modular Seat Apparatus	61/509,508	
UNIVERSAL SCHOOL BUS SEAT WITH SEAT BELTS which is set forth in United States Provisional Patent Application No. 61/093021, filed August 29, 2008, having attorney docket no. 102999.00015	12/551,252	2008-08-29
SEAT ASSEMBLY FOR A VEHICLE AND A METHOD OF MANUFACTURING THE SAME which is set forth in United States Patent Application No. 12/040167, filed February 29, 2008, having attorney docket no. 102999.00006, which claims priority to United States Provisional Patent Application Nos. 60/892543 filed March 2, 2007, having attorney docket no. 102999.00002 and 60/966403 filed August 28, 2007, having attorney docket no. 102999.00003	Pub No: 2008-0211275	10-03-2011 Mail Examiner Initiated Interview Summary 10-03-2011 Mail Final Rejection (PTOL - 326)

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