

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
Viasystems, Inc.	04/30/2012
Viasystems Corporation	04/30/2012

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Trustee
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	6976793
Patent Number:	7178994
Patent Number:	6848840
Patent Number:	6694068
Patent Number:	6581202
Patent Number:	6651324
Patent Number:	7086707
Patent Number:	7316461
Patent Number:	6834131
Patent Number:	7024086
Patent Number:	6594435
Patent Number:	6782181
Patent Number:	7095939
Patent Number:	7187839

CH \$720.00 6976793

Patent Number:	7428364
Patent Number:	6818115
Patent Number:	7364366
Patent Number:	7741566

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
Phone: 312-993-2622  
Email: gayle.grocke@lw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 028310-0013

**NAME OF SUBMITTER:** Gayle D. Grocke

**Total Attachments: 10**  
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of April 30, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by **VIASYSTEMS, INC.**, a Delaware corporation, and **VIASYSTEMS CORPORATION** (f/k/a known as Merix Corporation), an Oregon corporation ("**VC**" and, together with the Company, the "**Grantors**" and each, individually, a "**Grantor**") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral trustee for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Trustee**").

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement, dated as of April 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the other grantors party thereto and the Collateral Trustee, pursuant to which the Grantors granted a security interest to the Collateral Trustee in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Trustee as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "**Patents**");

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Patent or permitting co-existence with respect to a Patent (whether such Grantor is licensee or licensor thereunder) including, without limitation, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the

right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

### **SECTION 6. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder shall be subject to the provisions of that certain Intercreditor Agreement (as defined in the Collateral Trust Agreement) (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Grantors, the other grantors party thereto, Wilmington Trust, National Association, as Collateral Trustee (as defined therein), the First Lien Collateral Agent (as defined therein) and the other Persons from time to time party thereto, at any time when any Priority Lien Debt (as defined in the Collateral Trust Agreement) is outstanding until the Discharge of First Lien Obligations (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Pages Follow]*

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

**VIASYSTEMS, INC.,**  
as Grantor

By: 

Name: Gerald G. Sax

Title: Senior Vice President and Chief Financial  
Officer

Address: 101 S. Hanley Road, Ste. 1800  
St. Louis, MO 63105  
Attention: Gerald G. Sax  
Facsimile: (314) 719-1848

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 028158 FRAME: 0579**

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

VIASYSTEMS CORPORATION (formerly  
known as Meris Corporation)

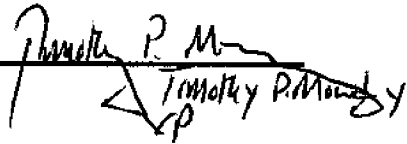
By: 

Name: Gerald G. Sax

Title: Vice President, Treasurer and Chief  
Financial Officer

Address: 101 S. Hanley Road, Ste. 1800  
St. Louis, MO 63105  
Attention: Gerald G. Sax  
Facsimile: (314) 719-1848

Accepted and Agreed:  
**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Trustee

By:   
Name: Timothy P. McDonnell  
Title: VP

Address: Wilmington Trust, National Association  
246 Goose Lane, Suite 105  
Guilford, CT 06437  
Attention: Joseph P. O'Donnell, Vice President  
Facsimile: (203) 453-1183

[Signature Page to Patent Security Agreement]

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**



**PATENTS AND PATENT APPLICATIONS**

Fiber Optic Circuit Board Connector					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,976,793	Issued	8/26/2013	10/31/2020	Viasystems, Inc.
US	Patent 7,178,994	Issued	8/26/2014	10/31/2020	Viasystems, Inc.
US	Patent 6,848,840	Issued	8/1/2012	10/30/2021	Viasystems, Inc.

PCB Embedded Surface Mounted Optical Distribution System					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,694,062	Issued	8/17/2013	11/19/2021	Viasystems, Inc.

System and Method for Monitoring and Improving Dimensional Stability and Registration Accuracy of Multi-Layer PCB Manufacture					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,581,302	Issued	6/17/2014	1/19/2021	Viasystems, Inc.

Process for Manufacture of Printed Circuit Boards with Thick Copper Power Circuitry and Thin Copper Signal Circuitry on the Same Layer					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,651,324	Issued	5/25/2015	12/4/2020	Viasystems, Inc.

Indoor/Outdoor Equipment Enclosure (Cabinet) and Method of Manufacture					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 7,086,797 B2	Issued	2/8/2014	5/25/2023	Viasystems, Inc.
US	Patent 7,316,461	Issued	7/8/2015	5/23/2022	Viasystems, Inc.

System and Method Integrating Optical Layers in a PCB for Inter-Board Communication					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,834,131	Issued	6/21/2012	6/25/2022	Viasystems, Inc.
US	Patent 7,024,086	Issued	10/4/2013	7/6/2021	Viasystems, Inc.

Routing an Optical Fiber Into a Backplane					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,594,435	Issued	1/15/2015	6/25/2022	Viasystems, Inc.
US	Patent 6,782,181	Issued	2/24/2016	6/16/2021	Viasystems, Inc.
US	Patent 7,095,939	Issued	2/22/2014	6/16/2021	Viasystems, Inc.
US	Patent 7,187,839	Issued	9/6/2014	6/16/2021	Viasystems, Inc.
US	Patent 7,428,364	Issued	3/23/2016	6/16/2021	Viasystems, Inc.

System and Method for Electrolytic Plating					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Due	Approx. Expiration of Issued Patent	Owner
US	Patent 6,818,115	Issued	5/16/2012	10/18/2022	Viasystems, Inc.

Circuit Board Assembly Having a Guide					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
US	Patent 7,364,366	Issued	10/29/2015	2/1/2026	Viasystems, Inc.

Method of Manufacturing Printed Circuit Boards Having Vias with Wrap Plating					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
PCT	Application PCT/2011/056881	Filed	Article 19 Amendments Due By 5/20/12	5/19/13 (31 Month Point)	Viasystems, Inc.

Microelectronic Substrate with Thermally Conductive Pathways and Method of Making Same					
Country	Patent or Application No.	Status	Next Annuity/Maintenance Fee Due	Approx. Expiration of Issued Patent	Owner
China	Patent ZI 200490012235.7	Issued	5/7/2012	5/7/2024	Viasystems Corporation
European Patent Office	Patent 1639870	Issued	N/A (Into Regional Phases)	5/7/2024	Viasystems Corporation
Hong Kong	Patent HK1090305	Issued	5/7/2014	5/7/2024	Viasystems Corporation
US	Patent 7,741,566	Issued	8/22/2013	12/4/2026	Viasystems Corporation
Germany	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation
Finland	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation
France	Patent EP1639870	Pending	5/7/2011	5/7/2024	
UK	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation
Italy	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation
Sweden	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation
France	Patent EP1639870	Issued	5/31/2012	5/7/2024	Viasystems Corporation

### PATENTS LICENSES

Grantor	Description of Patent License	Name of Licensor	Patent No. of Underlying Patent
Viasystems, Inc.	Perpetual license for ZBC-related technology	Hadco Santa Clara, Inc.	US: 5,870,274, 5,161,086, 5,261,153, 5,800,575 Mexico: 183,474 Malaysia: 110042 Taiwan: 62765 China: 52675 South Korea: 227528
Viasystems Corporation (f/k/a Merix Corporation)	Perpetual license for ZBC-related technology	Hadco Santa Clara, Inc.	US: 5,870,274, 5,161,086, 5,261,153, 5,800,575 Mexico: 183,474 Malaysia: 110042 Taiwan: 62765 China: 52675 South Korea: 227528