

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FREEDOM MOBILITY, LLC	07/20/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7845703
Patent Number:	7686562
Patent Number:	7458760
Patent Number:	7431546
Patent Number:	7396202
Patent Number:	7377740
Patent Number:	7182319
Patent Number:	7108466
Patent Number:	6837666
Patent Number:	6692215
Application Number:	12959558
Application Number:	12667810
CORRESPONDENCE DATA	
Fax Number:	3125774688
Phone:	312-577-8416

CH \$480.00 7845703

Email: carole.dobbins@kattenlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00511
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NAME OF SUBMITTER:	Carole Dobbins
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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 20, 2012, is made by Freedom Mobility, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Harmar Mobility, LLC, as borrower (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

**FREEDOM MOBILITY, LLC**, as Grantor

By: 

Name: Jeffrey R. Shannon

Title: Secretary and Treasurer

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Description	Registration No.	Registration Date	Jurisdiction
SEATING SYSTEMS FOR MOTOR VEHICLES	7845703	12/7/10	U.S.
LIFT AND CARRIER FOR A PERSONAL TRANSPORTATION VEHICLE	7686562	3/30/10	U.S.
BASE FOR A LIFTING DEVICE FOR A PERSONAL TRANSPORTATION VEHICLE	7458760	12/2/08	U.S.
DEVICE FOR SECURING A PERSONAL-TRANSPORT VEHICLE TO A MOUNTING SURFACE	7431546	10/7/08	U.S.
LIFT AND CARRIER ASSEMBLY FOR A PERSONAL-TRANSPORTATION VEHICLE	7396202	7/8/08	U.S.
LIFTING DEVICE FOR A PERSONAL-TRANSPORTATION VEHICLE	7377740	5/27/08	U.S.
ROLLER ASSEMBLY FOR A LIFTING DEVICE FOR A PERSONAL-TRANSPORTATION VEHICLE	7182319	2/27/07	U.S.
DEVICE FOR SECURING A PERSONAL-TRANSPORT VEHICLE TO A MOUNTING SURFACE	7108466	9/19/06	U.S.
DEVICE FOR SECURING A PERSONAL-TRANSPORT VEHICLE TO A LIFT AND CARRIER ASSEMBLY	6837666	1/4/05	U.S.
LIFT AND CARRIER ASSEMBLY FOR A PERSONAL-TRANSPORT VEHICLE	6692215	2/17/04	U.S.

2. PATENT APPLICATIONS

Description	Application No.	Application Date	Jurisdiction
SEATING SYSTEMS FOR MOTOR VEHICLES	12959558	12/3/10	U.S.
DEVICES FOR SECURING PERSONAL-TRANSPORT VEHICLES TO MOUNTING SURFACES	12667810	2/26/10	U.S.