

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
U.S. Manufacturing Corporation	07/27/2012
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., Administrative Agent
Street Address:	28660 Northwestern Highway
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	5213250
Patent Number:	5388322
Patent Number:	5522246
Patent Number:	6439672
Patent Number:	7334312
Patent Number:	7412866
Patent Number:	7537290
Patent Number:	7681426
Patent Number:	7866759
Application Number:	12957350
Application Number:	13541339
CORRESPONDENCE DATA	
Fax Number:	3132233598
Phone:	313-223-3139
Email:	trademark@dickinsonwright.com

OP \$440.00 5213250

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

Correspondent Name: Kimberly LaRochelle
Address Line 1: 500 Woodward Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	7-4489
-------------------------	--------

NAME OF SUBMITTER:	Kimberly LaRochelle
--------------------	---------------------

Total Attachments: 8

source=7-4489SecurityAgreement#page1.tif
source=7-4489SecurityAgreement#page2.tif
source=7-4489SecurityAgreement#page3.tif
source=7-4489SecurityAgreement#page4.tif
source=7-4489SecurityAgreement#page5.tif
source=7-4489SecurityAgreement#page6.tif
source=7-4489SecurityAgreement#page7.tif
source=7-4489SecurityAgreement#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 27, 2012 by U.S. Manufacturing Corporation, a Michigan corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below.

Recitals

A. The Grantor, the Foreign Subsidiary Borrowers party thereto (together with the Grantor, the "Borrowers"), the Lenders party thereto from time to time (the "Lenders"), and the Administrative Agent entered into a Credit Agreement dated as of July 27, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders made available to the Borrowers credit facilities.

B. In connection with the Credit Agreement, the Grantor, the Domestic Subsidiaries and the Administrative Agent, entered into a Pledge and Security Agreement dated as of July 27, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which certain Secured Obligations owed to the Lenders are secured.

C. Pursuant to the terms of the Security Agreement, the Grantor and the Domestic Subsidiaries pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Liens permitted by the Loan Documents) in substantially all of the assets of each of the Grantor and Domestic Subsidiaries, including all right, title and interest in, to and under all now owned and hereafter acquired Patents and Trademarks (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, 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 (including any trade name or derivations thereof):

- (1) any and all patents and patent applications, including, without limitation, each patent and patent application referred to in Schedule I attached hereto, together with any renewal thereof;


- (2) each patent license to which the Grantor is a party, including, without limitation, each patent license listed on Schedule 1 attached hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any and all claims by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto, any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto and any patent licensed under any patent license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral");
- (4) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each trademark license, including without limitation, each trademark license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Trademark Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

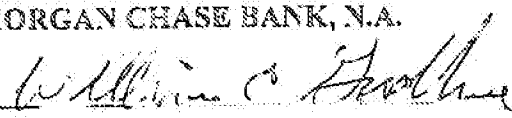
U.S. MANUFACTURING CORPORATION

By: 
Brian Simon
President and Chief Executive Officer

USM Patent and Trademark Security Agreement

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: 
Name: William C. Goodhue
Title: Senior Vice President

USM Patent and Trademark Security Agreement

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Company/ Grantor</u>	Title	App. No.	Filing Date	Pat. No.	Issue Date	Expiration Date
USM	METHOD FOR FORMING A LIGHTWEIGHT FLANGED AXLE SHAFT	07/960,015	10/13/1992	5,213,250	05/25/1993	10/13/2012
USM	METHOD OF MAKING A SHATTERPROOF AIR BAG INFLATOR PRESSURE VESSEL	08/068,957	05/28/1993	5,388,322	02/14/1995	05/28/2013
USM	PROCESS FOR FORMING LIGHT-WEIGHT TUBULAR AXLES	08/423,803	04/19/1995	5,522,246	06/04/1996	04/19/2015
USM	VEHICLE LIGHT WEIGHT DEAD AXLE AND METHOD OF FORMING SAME	09/658,725	09/11/2000	6,439,672	08/27/2002	09/11/2020
USM	METHOD OF FORMING AXLES WITH INTERNALLY THICKENED WALL	11/063,470	02/23/2005	7,334,312	02/26/2008	07/11/2025

	SECTIONS					
USM	TUBULAR ARTICLES WITH VARYING WALL THICKNESS AND METHOD OF MANUFACTURING SAME	11/261,369	10/28/2005	7,412,866	08/19/2008	12/15/2025
USM	LIGHT WEIGHT, STIFFENED, TWIST RESISTANT, EXTRUDED VEHICLE AXLE	11/305,468	12/16/2005	7,537,290	05/26/2009	07/11/2026
USM	UNITARY REAR AXLE HOUSING AND METHOD FOR MANUFACTURING THE SAME	11/510,196	08/25/2006	7,681,426	03/23/2010	02/09/2028
USM	TUBULAR AXLE HOUSING WITH VARYING WALL THICKNESS	12/193,417	08/18/2008	7,866,759	01/11/2011	04/04/2026
USM	TUBULAR ARTICLES WITH VARYING WALL THICKNESS	12/957,350	11/30/2010			
USM	TUBULAR ARTICLES WITH VARYING WALL	13/541,339	07/03/2012			

	THICKNESS					
--	-----------	--	--	--	--	--

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Company/ Grantor</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
USM	VARI-LITE	6/355,647	1/04/2002	2,744,332	7/29/2003	7/29/2013
USM	U S MANUFACTURING CORPORATION	8/174,898	0/16/2002	2,775,696	0/21/2003	0/21/2013

DETROIT 7-4489 1253092v1