

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
VAN-ROB INC.	11/14/2012
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Administrative Agent
Street Address:	Royal Bank Plaza, South Tower
Internal Address:	1800-200 Bay Street
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5J 2J2
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8001689
Patent Number:	7566089
Patent Number:	6916391
Patent Number:	6647715
Patent Number:	6618904
Patent Number:	6554352
CORRESPONDENCE DATA	
Fax Number:	3128637806
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergekohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

OP \$240.00 8001689

ATTORNEY DOCKET NUMBER:	1075.229
NAME OF SUBMITTER:	Nancy Brougher
Total Attachments: 6 source=Van-Rob Patent Security Agreement#page1.tif source=Van-Rob Patent Security Agreement#page2.tif source=Van-Rob Patent Security Agreement#page3.tif source=Van-Rob Patent Security Agreement#page4.tif source=Van-Rob Patent Security Agreement#page5.tif source=Van-Rob Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this **Patent Security Agreement**) is made this 14th day of November, 2012, by and among the Grantor listed on the signature pages hereof (the **Grantor**), and **JPMORGAN CHASE BANK, N.A., Toronto Branch**, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, **Administrative Agent**).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the **Credit Agreement**) by and among Van-Rob Inc., an entity organized under the laws of Ontario (the **Canadian Borrower**), VRL, Inc., VR Shawnee Inc., VR Waverly Inc., Lenawee Stamping Corporation and VR Volunteer Inc. (collectively, the **U.S. Borrowers** and each individually a **U.S. Borrower**, together with the Canadian Borrower, collectively, the **Borrowers** and individually, each a **Borrower**), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a **Lender** and, collectively, the **Lenders**), certain other agents and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lender Parties, that certain Canadian Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the **Security Agreement**); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lender Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lender Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the **Security Interest**) in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the Patent Collateral):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Administrative Agent, the Lender Parties or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patent application or issued Patent or become entitled to the benefit of any patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other

than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY OTHER LENDER PARTY OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY OTHER LENDER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS PATENT SECURITY AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

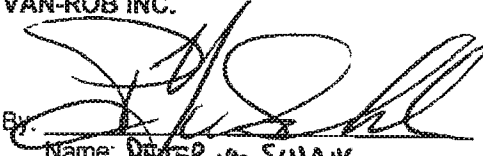
10. WAIVER OF JURY TRIAL. EACH GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS PATENT SECURITY AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

VAN-ROB INC.

By: 
Name: PETER van SCHAIK
Title: CHAIRMAN

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., Toronto
Branch
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

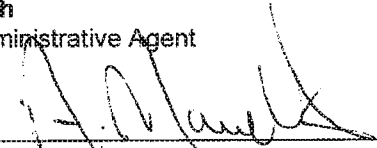
VAN-ROB INC.

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A., Toronto
Branch
as Administrative Agent**

By: 
Name: **Agostino A. Marchetti**
Title: **SVP**

Signature Page to U.S. Patent Security Agreement

**PATENT
REEL: 029302 FRAME: 0635**

SCHEDULE I

PATENT	PATENT NUMBER	ISSUE DATE
Process for forming a variable gauge metal sheet into a desired shape	8,001,689	08/23/11
Automotive fuel door assembly	7,566,089	07/28/09
Adhering sealing member to metal with weld heat	6,916,391	07/12/05
Heat shield for an exhaust system of an internal combustion engine	6,647,715	11/18/03
Spring loaded vehicle hinge mechanism	6,618,904	09/16/03
Cross car support structure	6,554,352	04/29/03