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
Jason Incorporated	02/28/2013
Assembled Products, Inc.	02/28/2013

RECEIVING PARTY DATA

Name:	eneral Electric Capital Corporation, as Administrative Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		

PROPERTY NUMBERS Total: 51

Property Type	Number
Patent Number:	8197004
Patent Number:	8196887
Patent Number:	8096621
Patent Number:	8052213
Patent Number:	7837273
Patent Number:	7837260
Patent Number:	7523988
Patent Number:	7472959
Patent Number:	7207876
Patent Number:	7185867
Patent Number:	7093684
Patent Number:	6935693
Patent Number:	6913099
Patent Number:	6592442
	PATENT

REEL: 029900 FRAME: 0865

Patent Number:	6359245
Patent Number:	6186467
Patent Number:	6007150
Patent Number:	5975629
Patent Number:	5897431
Patent Number:	5876085
Patent Number:	5794911
Patent Number:	5730503
Patent Number:	5658050
Patent Number:	5609398
Patent Number:	5601338
Patent Number:	5599225
Patent Number:	5556328
Patent Number:	5542900
Patent Number:	5496385
Patent Number:	5493777
Patent Number:	5364060
Patent Number:	D482881
Patent Number:	D482882
Patent Number:	D483191
Patent Number:	D663962
Patent Number:	D536546
Patent Number:	D536547
Patent Number:	D536887
Patent Number:	D536187
Patent Number:	D516327
Patent Number:	D516824
Patent Number:	D482880
Patent Number:	D502610
Patent Number:	7160183
Patent Number:	7641042
Application Number:	13599338
Application Number:	12782347
Application Number:	13547652
Application Number:	61674189
	PATENT

	13493494	
Application Number:	13493519	

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER: 09631.009207 PAT SEC ASGT

NAME OF SUBMITTER: Vicky R. Bantug, Paralegal

Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 28, 2013, is made by each of the entities listed on the signature pages hereof (each, a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of General Electric Capital Corporation, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Jason Incorporated, a Wisconsin corporation (the "<u>Borrower</u>"), the other Loan Parties party thereto, the Lenders from time to time party thereto and Agent, 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, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by the Loan Parties in favor of Agent, to guarantee the Obligations of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders 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, each Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. 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. Each 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 such 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 (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents, including, without limitation, those referred to on <u>Schedule I</u> 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.

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- 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 each 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. In the event of a conflict between the provisions of this Patent Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents 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.
- <u>Section 6.</u> <u>Governing Law.</u> 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 PAGES FOLLOW]

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IN WITNESS WHEREOF, each 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.

JASON INCORPORATED

Vame: John Her

Title: Vice President, Finance

ASSEMBLED PRODUCTS, INC.

Name: John Hongel

Title: Vice President and Treasurer

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

[Patent Security Agreement]

Patent Registrations¹

1. REGISTERED PATENTS

OWNER	TITLE	JURISDICTION	STATUS	APP/PATENT NO.	APP/GRAN T DATE
Milsco Manufacturing Company^	Adjustable Vehicle Seat Suspension	U.S.	Issued	8197004	6/12/12
Milsco Manufacturing Company^	Seat Mount with Integrated Adjustment	U.S.	Issued	8196887	6/12/12
Milsco Manufacturing Company^	Vehicle Seat Assembly	U.S.	Issued	8096621	1/17/12
Milsco Manufacturing Company^	Seat Shell with Integrated Lumbar Adjustment Assembly	U.S.	Issued	8052213	11/8/11
Milsco Manufacturing Company^	Seat Suspension	U.S.	Issued	7837273	11/23/10
Milsco Manufacturing Company^	Vehicle Seat Assembly System	U.S.	Issued	7837260	11/23/10
Milsco Manufacturing Company^	Seat, Suspension, Bolster, and Shell	U.S.	Issued	7523988	4/28/09
Milsco Manufacturing Company^	Folding Seat	U.S.	Issued	7472959	1/6/09
Jason Incorporated	Flap Wheel and Method	U.S.	Issued	7207876	4/24/07
Milsco Manufacturing Company^	Vehicle seat suspension and method	U.S.	Issued	7185867	3/6/07
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	U.S.	Issued	7093684	8/22/06
Milsco Manufacturing^	Seat Suspension	U.S.	Issued	6935693	8/30/05
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	U.S.	Issued	6913099	7/5/05
Jason Incorporated	Flap wheel	U.S.	Issued	6592442	7/15/03

The record owners marked with "\" are units or divisions of Jason Incorporated.

OWNER	TITLE	JURISDICTION	STATUS	APP/PATENT NO.	APP/GRAN T DATE
Jason	Tractor seat safety system		Issued	6359245	3/19/02
Incorporated		U.S.		30032.0	27.27.02
Jason	Full seat adjustable	*** 0	Issued	6186467	2/13/01
Incorporated	suspension	U.S.			
Milsco	Motorcycle seat with	II.C	Issued	6007150	12/28/99
Manufacturing	adjustable backrest	U.S.			
Company [^]					
Milsco	Vehicle seat with inflatable	U.S.	Issued	5975629	11/2/99
Manufacturing	bladder	0.3.			
Company [^]					
Jason	Honing Tool and Method of	U.S.	Issued	5897431	4/27/99
Incorporated	Making	0.3.			
Milsco	Adjustable vehicle seat	U.S.	Issued	5876085	3/2/99
Manufacturing		0.3.			
Company^					
Milsco	Adjustable vehicle seat	U.S.	Issued	5794911	8/18/98
Manufacturing	suspension	0.5.			
Company^					
Jason	Honing tool and method of	U.S.	Issued	5730503	3/24/98
Incorporated	making	0.0.			
Milsco	Vehicle seat with inflatable	U.S.	Issued	5658050	8/19/97
Manufacturing	bladder	0.5.			
Company [^]					
Jason	Twisted stem abrading tool	U.S.	Issued	5609398	3/11/97
Incorporated	and method of making same	0.0.			
Jason	Seat structure with adjustable	U.S.	Issued	5601338	2/11/97
Incorporated	suspension	0.0.			
Jason	Twisted stem abrading tool	U.S.	Issued	5599225	2/4/97
Incorporated		0.0.			
Jason	Abrasive filament honing	U.S.	Issued	5556328	9/17/96
Incorporated	tool and method of making	7			
_	and using same		T 1	5542000	016106
Jason	Idler roller and method of	U.S.	Issued	5542900	8/6/96
Incorporated	making		T 1	5.40.C20.5	2/5/06
Jason	Internal finishing tool and	U.S.	Issued	5496385	3/5/96
Incorporated	method of making same			- 100	2 12 = 10 <
Jason	Idler roller and method of	U.S.	Issued	5493777	2/27/96
Incorporated	making				
Jason	Adjustable mechanized seat	U.S.	Issued	5364060	11/15/94
Incorporated	suspension			0.40=00.4	
Milsco	Adjustable Vehicle Seat	U.S.	Issued	8197004	6/12/12
Manufacturing	Suspension				
Company^	C AM A STATE		т 1		6/10/10
Milsco	Seat Mount with Integrated	U.S.	Issued	0107007	6/12/12
Manufacturing	Adjustment			8196887	
Company^	Waliala and (WII 120)		Toor A	D402001	12/2/02
Milsco	Vehicle seat (XH 130)	U.S.	Issued	D482881	12/2/03
Manufacturing					
Company^	Vahiala sast (VII 110)		Loor	D402002	12/2/02
Milsco Manufacturing	Vehicle seat (XH 110)	U.S.	Issued	D482882	12/2/03
Manuracturing Company^					
Company	L				

OWNER	TITLE	JURISDICTION	STATUS	APP/PATENT NO.	APP/GRAN T DATE
Milsco Manufacturing Company^	Vehicle seat (XB 180)	U.S.	Issued	D483191	12/9/03
Milsco Manufacturing Company^	Vehicle Seat	U.S.	Issued	D663962	7/24/12
Milsco Manufacturing Company^	Vehicle Seat (XK150 full detail)	U.S.	Issued	D536546	2/13/07
Milsco Manufacturing Company^	Vehicle Seat (XK150 generic)	U.S.	Issued	D536547	2/13/07
Milsco Manufacturing Company^	Vehicle Seat (XK190 full detail)	U.S.	Issued	D536887	2/20/07
Milsco Manufacturing Company^	Vehicle Seat (XK190 generic)	U.S.	Issued	D536187	2/6/07
Milsco Manufacturing^	Vehicle Seat (XA500)	U.S.	Issued	D516327	3/7/06
Milsco Manufacturing^	Vehicle Seat (XH150)	U.S.	Issued	D516824	3/14/06
Milsco Manufacturing^	Vehicle seat (CE 200)	U.S.	Issued	D482880	12/2/03
Milsco Manufacturing^	Vehicle seat (XB 210)	U.S.	Issued	D502610	3/8/05
Milsco Manufacturing Company	Vehicle Seat	U.S.	Issued	D663962	7/24/12
Jason Incorporated	Buffing tools and methods of making	U.S.	Issued	7160183	1/9/07
Jason Incorporated	Drive Chain Or Belt Brush Cleaner And Method	U.S.	Issued	7,641,042	1/5/10

2. PATENT APPLICATIONS

OWNER	TITLE	jurisdiction	STATUS	APP/PATENT NO.	APP/GRAN T DATE
Milsco Manufacturing Company^	Low Profile Seat Position Adjust System	U.S.	Pending/ Published	13/599338	8/30/12
Janesville Acoustics^	Molded Structural and Acoustical Trim Material for Vehicles	U.S.	Pending/ Published	12/782347	5/18/10
Janesville Acoustics^	Flame Retardant Fiber Acoustical Product	U.S.	Pending	13/547652	7/12/12
Assembled Products	Control Panel Assembly with Plug in Board	U.S.	Pending Provisional	61/674189	7/20/12
Milsco Manufacturing Company^	Low Profile Seat Position Adjust System	U.S.	Pending	13/599338	8/30/12
Milsco Manufacturing Company^	Seat Shell With Integrally Formed Latch Handle Holder And Fore-Aft Position	U.S.	Pending/ Published	13/493,494	6/11/12
Milsco Manufacturing Company^	Adjustable Vehicle Seat Suspension	U.S.	Pending/ Published	13/493,519	6/11/12

PATENT REEL: 029900 FRAME: 0875

RECORDED: 03/01/2013