

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
Tower Automotive Operations USA I, LLC	06/19/2013
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Agent
Street Address:	1111 Fannin
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6053391
Patent Number:	6052887
Patent Number:	6679417
Patent Number:	4805309
Patent Number:	6299210
Patent Number:	6619533
Patent Number:	6626351
Patent Number:	5442885
Patent Number:	5409254
Patent Number:	7454942
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com

OP \$400.00 6053391

Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145198
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	06/19/2013

Total Attachments: 5
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PATENT SECURITY AGREEMENT

dated as of June 19, 2013

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Tower Automotive Operations USA I, LLC, a Delaware limited liability company (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Tower Automotive Holdings USA, LLC (the “**Borrower**”), Tower International, Inc., Tower Automotive Holdings I, LLC, Tower Automotive Holdings II(a), LLC, Tower Automotive Holdings II(b), LLC, the other guarantors and lenders party thereto, and JPMorgan Chase Bank, N.A., as agent, are parties to a Second Amended and Restated Revolving Credit and Guaranty Agreement dated as of June 19, 2013 (as amended, the “**Loan Agreement**”); and

WHEREAS, pursuant to (i) a Second Amended and Restated ABL Security Agreement dated as of June 19, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the guarantors party thereto and JPMorgan Chase Bank, N.A., as agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Patent Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Transaction Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Transaction Guarantee, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in

Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Loan Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: 

Name: Mark M. Malcolm

Title: President and Chief Executive
Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: _____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: RICHARD W. DUKER
Title: MANAGING DIRECTOR

**Schedule 1
to Patent
Security Agreement**

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

PATENTS AND DESIGN PATENTS

Patent No.	Issued	Expiration	Country	Title
6,053,391	4/25/2000	5/14/2018	US	Friction Stir Welding Tool
6,052,887	4/25/2000	9/5/2017	US	Apparatus and Method for Joining Sheet Metal Layers
6,679,417	1/20/2004	6/7/2021	US	Tailored Solutionizing of Aluminum Sheets
4,805,309	2/21/1989	2/1/2008	US	Gauge for Monitoring the Dimensions of a Structural Member
6,299,210	10/9/2001	8/2/2018	US	Multi-Piece Siderail for Medium and Heavy Trucks
6,619,533	9/16/2003	9/22/2020	US	Multi-Piece Extruded Link Arm
6,626,351	9/30/2003	5/4/2021	US	Method and Apparatus for the Manufacturing of Structural Members
5,442,885	8/22/1995	4/15/2014	US	Pre-Assembly Attachment System for a Box-Section Frame
5,409,254	4/25/1995	4/15/2014	US	Rear Suspension with Aligned Coil Springs and Twist Beam Axle
7,454,942	11/25/2008	2/22/2024	US	Hollow Molded Part with Closed Cross-Section and a Reinforcement

PATENT APPLICATIONS

Case No.	Serial No.	Country	Date	Filing Title
None.				

PATENT LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None.			