

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2710956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VANTAGE MOBILITY INTERNATIONAL, LLC	02/03/2014
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	201 NORTH CENTRAL AVENUE
Internal Address:	21ST FLOOR
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7837203
Patent Number:	7684915
Patent Number:	7640087
Patent Number:	7033127
Patent Number:	6547507
Patent Number:	6264416
CORRESPONDENCE DATA	
Fax Number:	(602)229-5690
Phone:	602-229-5228
Email:	nancy.oehler@quarles.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	HEATHER L. BUCHTA / QUARLES & BRADY LLP
Address Line 1:	TWO NORTH CENTRAL AVENUE
Address Line 2:	ONE RENAISSANCE SQUARE
Address Line 4:	PHOENIX, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:	033578.02043
NAME OF SUBMITTER:	HEATHER L. BUCHTA
Signature:	/Heather L. Buchta/
Date:	02/03/2014
Total Attachments: 5 source=JPMorgan - Vantage Mobility - Patent Security Agreement#page1.tif source=JPMorgan - Vantage Mobility - Patent Security Agreement#page2.tif source=JPMorgan - Vantage Mobility - Patent Security Agreement#page3.tif source=JPMorgan - Vantage Mobility - Patent Security Agreement#page4.tif source=JPMorgan - Vantage Mobility - Patent Security Agreement#page5.tif	

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 3rd day of February, 2014, by and between **VANTAGE MOBILITY INTERNATIONAL, LLC**, an Arizona limited liability company ("Grantor"), and **JPMORGAN CHASE BANK, N.A.**, 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 Amended and Restated Credit Agreement dated as of February 3, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, VMI Holdings, LLC, 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"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Amended and Restated Pledge and Security Agreement, dated as of February 3, 2014 (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, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, 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, 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. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of 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 Licenses of Patents 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 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 License of Patents.

3. 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 Lenders, pursuant to the Security Agreement. 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.

4. AUTHORIZATION TO SUPPLEMENT. If 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. Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of 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.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

VANTAGE MOBILITY INTERNATIONAL, LLC,  
an Arizona limited liability company

By: 

Name: Timothy J. Barone


Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By:   
Name: Irena Milanovic  
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

<b>PATENT</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Owner Information</b>
Wheelchair converted vehicle having independent rear suspension and method of manufacturing	7,837,203	11/23/10	Vantage Mobility International, LLC
Controlled access for light duty motor vehicle	7,684,915	03/23/10	Vantage Mobility International, LLC
Shunt for control network in light duty motor vehicle	7,640,087	12/29/09	Vantage Mobility International, LLC
Powered, folding ramp for minivan	7,033,127	04/25/06	Vantage Mobility International, LLC
Scooter lift for minivan	6,547,507	04/15/03	Vantage Mobility International, LLC
Compact, slide-out ramp for a minivan	6,264,416	07/24/01	Vantage Mobility International, LLC