

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2759136

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF PATENT SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DEXTER AXLE COMPANY		02/28/2014
RECEIVING PARTY DATA		
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT	
Street Address:	787 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	5456338	
Patent Number:	7111854	
Patent Number:	6708988	
Patent Number:	6896463	
Patent Number:	5879232	
Patent Number:	6183360	
Patent Number:	7470179	
Patent Number:	D619064	
Patent Number:	8176683	
Patent Number:	8641079	
Patent Number:	D694158	
Application Number:	13530203	
Patent Number:	D546252	
Patent Number:	7753400	
Patent Number:	7252471	

Application Number:	13998673
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Application Number:	29463455
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**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	049018-0026
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NAME OF SUBMITTER:	RHONDA DELEON
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Signature:	/Rhonda DeLeon/
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Date:	03/07/2014
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**Total Attachments: 7**

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## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, DEXTER AXLE COMPANY**, a Delaware corporation ("**Company**"), and **DEXTER MARINE PRODUCTS LLC**, a Delaware limited liability company ("**Dexter Marine Products**"), and together with Company, ("**Grantors**") own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, Company has entered into a Credit Agreement, dated as of February 28, 2014 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**");

**WHEREAS**, Dexter Marine Products has executed and delivered that certain Subsidiary Guaranty dated as of February 28, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 28, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantors, Secured Party and the other grantors named therein, Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, Grantors hereby grant to Secured Party a security interest in all of Grantors' rights, title and interests in and to the following, in each case whether now or hereafter existing

or in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the **“Patent Collateral”**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications that are presently, or in the future may be, owned or held by such Grantors and all patents and patent applications and rights, title and interests in patents and patent applications that are presently, or in the future may be, owned by such Grantors in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **“proceeds”** includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.


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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014.

DEXTER AXLE COMPANY

By:   
Name: Bernard J. Bolka III  
Title: Vice President, Chief Financial Officer  
and Secretary

DEXTER MARINE PRODUCTS LLC

By:   
Name: Bernard J. Bolka III  
Title: Vice President and Treasurer

BNP PARIBAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grant of Patent Security Interest  
to Security Agreement

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2014.

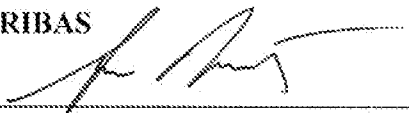
**DEXTER AXLE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEXTER MARINE PRODUCTS LLC**

By: \_\_\_\_\_  
Name: Bernard J. Bolka III  
Title: Vice President and Treasurer

**BNP PARIBAS**

By:  \_\_\_\_\_  
Name: SEAN DAVENPORT  
Title: MANAGING DIRECTOR

Grant of Patent Security Interest  
to Security Agreement

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

<b>Patent Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Current Owner/Applicant</b>
Brake Drum Providing Access to Brake Adjuster	U.S.	231401	22-Apr-1994	5456338	10-Oct-1995	Granted	DEXTER AXLE COMPANY
Trailer sub-frame assembly	U.S.	10/461927	13-Jun-2003	7111854	26-Sep-2006	Granted	DEXTER AXLE COMPANY
Hangars for trailer height adjustment	U.S.	10/136135	01-May-2002	6708988	23-Mar-2004	Granted	DEXTER AXLE COMPANY
Spindle nut retainer	U.S.	09/971131	04-Oct-2001	6896463	24-May-2005	Granted	DEXTER AXLE COMPANY
Exhaust fan	U.S.	08/826346	25-Mar-1997	5879232	09-Mar-1999	Granted	DEXTER AXLE COMPANY
Molded roof exhaust fan	U.S.	09/347751	06-Jul-1999	6183360	06-Feb-2001	Granted	DEXTER AXLE COMPANY
Screen system allowing easy disassembly	U.S.	10/769932	02-Feb-2004	7470179	30-Dec-2008	Granted	DEXTER AXLE COMPANY
Brake magnet	U.S.	29/316457	29-Sep-2009	D619064	06-Jul-2010	Granted	DEXTER AXLE COMPANY
Vehicle door	U.S.	12/660569	01-Mar-2010	8176683	15-May-2012	Granted	DEXTER AXLE COMPANY
Multi-Axle Vehicle Suspension System	U.S.	13/314283	08-Dec-2011	8641079	15-Sep-2011	Issued	DEXTER AXLE COMPANY

Patent Title	Country	Application Number	Application Date	Patent Number	Registration Date	Status	Current Owner/Applicant
Suspension Link	U.S.	29/424009	07-Jun-2012	D694158	26-Nov-2013	Issued	DEXTER AXLE COMPANY
Electromechanical Vehicle Brake	U.S.	US13/530203	22-Jun-2012			Pending	DEXTER AXLE COMPANY
Brake actuator housing	U.S.	29/231446	02-Jun-2005	D546252	10-Jul-2007	Granted	DEXTER AXLE COMPANY
Multi-axle leaf spring suspension with compliant equalizer	U.S.	11/230768	20-Sep-2005	7753400	13-Jul-2010	Granted	DEXTER AXLE COMPANY
Swivel nut	U.S.	11/524617	21-Sep-2006	7252471	07-Aug-2007	Granted	DEXTER AXLE COMPANY
HINGED Vent	U.S.	13/998,673	21-Nov-2013			Pending	DEXTER AXLE COMPANY
Portion of Suspension LINK	U.S.	29/463455	26-Nov-2013			Pending	DEXTER AXLE COMPANY
Removable Spindle Assembly	U.S.		26-Nov-2013			Pending	DEXTER AXLE COMPANY
Pressure reducing cap for a liquid lubricant filled wheel hub	U.S.	08/444826	17-May-1995	5551530	03-Sep-1996	Issued	DEXTER MARINE PRODUCTS LLC
Cover assembly for a wheel hub	U.S.	10/767898	28-Jan-2004	6983999	10-Jan-2006	Issued	DEXTER MARINE PRODUCTS LLC
Swivel jack assembly	U.S.	11/243936	05-Oct-2005	7270345	18-Sep-2007	Issued	DEXTER MARINE PRODUCTS LLC



Patent Title	Country	Application Number	Application Date	Patent Number	Registration Date	Status	Current Owner/Applicant
Trailer coupler	U.S.	11/186195	19-Jul-2005	7461856	09-Dec-2008	Issued	DEXTER MARINE PRODUCTS LLC
Trailer coupler	U.S.	11/933489	01-Nov-2007	7722073	25-May-2010	Issued	DEXTER MARINE PRODUCTS LLC
Tongue assembly for a trailer having an integral hinge	U.S.	11/881924	30-Jul-2007	7753395	13-Jul-2010	Issued	DEXTER MARINE PRODUCTS LLC
Self-latching trailer coupler	U.S.	12/753877	03-Apr-2010	8276933	02-Oct-2012	Issued	DEXTER MARINE PRODUCTS LLC
Trailer coupler	U.S.	29/236012	10-Aug-2005	D540222	10-Apr-2007	Issued	DEXTER MARINE PRODUCTS LLC
Swing hitch	U.S.	29/236646	10-Aug-2005	D543908	05-Jun-2007	Issued	DEXTER MARINE PRODUCTS LLC
Integral hinge for a trailer tongue assembly	U.S.	29/294466	11-Jan-2008	D599720	08-Sep-2009	Issued	DEXTER MARINE PRODUCTS LLC
Trailer coupler with a latch assembly	U.S.	29/359006	03-Apr-2010	D647826	01-Nov-2011	Issued	DEXTER MARINE PRODUCTS LLC