

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2920355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT, FIRST LIEN
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
MORTON MANUFACTURING COMPANY	06/30/2014

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5735155

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-819-8437

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Correspondent Name: ANDREW FESSAK/WHITE & CASE LLP

Address Line 1: 1155 AVENUE OF THE AMERICAS

Address Line 2: PATENT AND TRADEMARK DEPARTMENT

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2465
NAME OF SUBMITTER:	ANDREW FESSAK
SIGNATURE:	/Andrew Fessak/
DATE SIGNED:	06/30/2014

Total Attachments: 13

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto,
- (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, and
- (iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

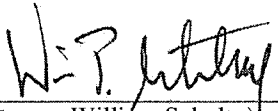
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

JASON INCORPORATED,
as Grantor

By: 
Name: William Schultz
Title: Assistant Secretary

[Project Brewer - Signature Page to First Lien Patent Security Agreement]

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

MORTON MANUFACTURING COMPANY,
as Grantor

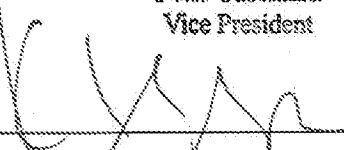
By: William Schultz
Name: William Schultz
Title: Vice President and Secretary

[Project Brewer - Signature Page to First Lien Patent Security Agreement]

PATENT
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**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Administrative Agent

By: 
Name: _____
Title: **Peter Cucchiara
Vice President**

By: 
Name: _____
Title: **Kirk L. Tashjian
Vice President**

[Project Brewer- Signature Page to First Lien Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Attached.

Owner	Title	Country	Status	App/Patent No.	App/Patent Date	Licenses/Other Rights Granted
Jason Incorporated ¹²³	Idler roller and method of making	U.S.	Issued	5493777	2/27/96	None
Jason Incorporated	Idler roller and method of making	U.S.	Issued	5542900	8/6/96	None
Jason Incorporated	Abrasive filament honing tool and method of making and using same	U.S.	Issued	5556328	9/17/96	None
Jason Incorporated	Twisted stem abrading tool	U.S.	Issued	5592225	2/4/97	None
Jason Incorporated	Twisted stem abrading tool and method of making same	U.S.	Issued	5609398	3/11/97	None
Milsco Manufacturing Company [^]	Vehicle seat with inflatable bladder	U.S.	Issued	5658050	8/19/97	None
Jason Incorporated	Honing tool and method of making	U.S.	Issued	5730503	3/24/98	None
Milsco Manufacturing Company [^]	Adjustable vehicle seat suspension	U.S.	Issued	5794911	8/18/98	None
Milsco Manufacturing Company [^]	Adjustable vehicle seat	U.S.	Issued	5876085	3/2/99	None
Jason Incorporated	Honing Tool and Method of Making	U.S.	Issued	5897431	4/27/99	None
Milsco Manufacturing Company [^]	Vehicle seat with inflatable bladder	U.S.	Issued	5975629	11/2/99	None
Milsco Manufacturing Company [^]	Motorcycle seat with adjustable backrest	U.S.	Issued	6007150	12/28/99	None
Jason Incorporated	Flap wheel	U.S.	Issued	6592442	7/15/03	None
Jason Incorporated	Buffing Tools and Methods of Making	U.S.	Issued	7160183	1/9/07	None

¹ The record owners marked with “^” are units or divisions of Jason Incorporated.

² Patents marked with “#” are co-assigned to Harley-Davidson and Milsco.

³ Patents marked with “*” are co-assigned to Deere and Milsco.

Owner	Title	Country	Status	App/Patent No.	App/Patent Date	Licenses/Other Rights Granted
Milco Manufacturing Company [^] ; Harley-Davidson Motor Company Group Inc.	Mounting configuration and method for a motorcycle seat [#]	U.S.	Issued	7093684	8/22/06	None
Milco Manufacturing Company [^]	Seat Suspension Bolster and Shell	U.S.	Issued	7523988	4/28/09	None
Jason Incorporated	Seat structure with adjustable suspension	U.S.	Issued	5601338	2/11/97	None
Jason Incorporated	Full seat adjustable suspension	U.S.	Issued	6186467	2/13/01	None
Jason Incorporated	Tractor seat safety system	U.S.	Issued	6359245	3/19/02	None
Milco Manufacturing Company [^] ; Harley-Davidson Motor Company Group Inc.	Mounting configuration and method for a motorcycle seat [#]	U.S.	Issued	6913099	7/5/05	None
Milco Manufacturing Company [^]	Vehicle seat suspension and method	U.S.	Issued	7185867	3/6/07	None
Milco Manufacturing [^]	Vehicle Seat (XA500)	U.S.	Issued	D516327	3/7/06	None
Milco Manufacturing [^]	Vehicle Seat (XH150)	U.S.	Issued	D516824	3/14/06	None
Milco Manufacturing [^]	Vehicle seat (CE 200)	U.S.	Issued	D482880	12/2/03	None
Milco Manufacturing Company [^]	Vehicle seat (XH 130)	U.S.	Issued	D482881	12/2/03	None
Milco Manufacturing Company [^]	Vehicle seat (XH 110)	U.S.	Issued	D482882	12/2/03	None
Milco Manufacturing Company [^]	Vehicle seat (XB 180)	U.S.	Issued	D483191	12/9/03	None
Milco Manufacturing Company [^] ; Deere & Company	Vehicle Seat (XK150 full detail)*	U.S.	Issued	D536546	2/13/07	None
Milco Manufacturing Company [^] ; Deere & Company	Vehicle Seat (XK150 generic)*	U.S.	Issued	D536547	2/13/07	None
Milco Manufacturing Company [^] ; Deere & Company	Vehicle Seat (XK190 full detail)*	U.S.	Issued	D536887	2/20/07	None

Owner	Title	Country	Status	App/Patent No.	App/Patent Date	Licenses/Other Rights Granted
MilSCO Manufacturing Company [^] ; Deere & Company	Vehicle Seat (XK190 generic)*	U.S.	Issued	D536187	2/6/07	None
MilSCO Manufacturing [^] (Not Sure about ownership)	Vehicle seat (XB 210)	U.S.	Issued	D502610	3/8/05	None
MilSCO Manufacturing [^]	Seat Suspension	U.S.	Issued	6935693	8/30/05	None
MilSCO Manufacturing Company [^]	Folding Seat	U.S.	Issued	7472959	1/6/09	None
Jason Incorporated	Internal Abrading Tool and Method of Making	U.S.	Issued	5321919	6/21/94	None
Jason Incorporated	Flap Wheel and Method	U.S.	Issued	7207876	4/24/07	None
MilSCO Manufacturing Company [^]	Seat with Adjustable Seat Occupant Support Assembly and Integrally Formed Seat Shell Therefor	U.S.	Issued	8052213	11/8/11	None
MilSCO Manufacturing Company [^]	Seat Mount with Integrated Adjustment	U.S.	Issued	8196887	6/12/12	None
MilSCO Manufacturing Company [^]	Vehicle Seat Assembly System	U.S.	Issued	7837260	11/23/10	None
MilSCO Manufacturing Company [^]	Seat Suspension	U.S.	Issued	7837273	11/23/10	None
MilSCO Manufacturing Company [^]	Adjustable Vehicle Seat Suspension	U.S.	Issued	8197004	6/12/12	None
MilSCO Manufacturing Company [^]	Vehicle Seat Assembly	U.S.	Issued	8096621	1/17/12	None
Janesville Acoustics [^]	Molded Structural and Acoustical Trim Material for Vehicles	U.S.		12/782347	5/18/10	None
Jason Inc	BUFFING TOOLS AND METHOD OF MAKING	Canada		2332653	10/31/2006	None
Lea Manufacturing Company [^]	CORROSION RESISTANT COATING	Canada		1300989	5/19/1992	None
Jason Inc	FLAP WHEEL	Canada		2340850	3/14/2001	None
Jason Inc	FLAP WHEEL AND METHOD	Canada		2486206	5/26/2009	None
Jason Inc	FLAP WHEEL AND METHOD	China		2004100978716	11/30/2004	None

Owner	Title	Country	Status	App/Patent No.	App/Patent Date	Licenses/Other Rights Granted
Jason Inc	VEHICLE HEADLINER AND LAMINATE THEREFOR	Great Britain		2333741	8/6/2002	None
Jason Inc	BUFFING TOOLS AND METHOD OF MAKING	Hong Kong		04108050.6	10/18/2004	None
Jason Inc	BUFFING TOOLS AND METHOD	Mexico		256468	4/18/2008	None
Jason Inc	FINISHING AND ABRASIVE TOOLS	Mexico		245642	5/4/2007	None
Jason Inc	FLAP WHEEL	Mexico		245968	5/22/2007	None
Jason Inc	FLAP WHEEL AND METHOD	Mexico		252555	12/13/2007	None
Jason Inc	ENVIRONMENTAL BRUSH SEAL	New Zealand	Issued	568331	10/8/2009	None
Jason Inc	FLAP WHEEL	Taiwan		176891	8/22/2003	None
Jason Inc	FLAP WHEEL AND METHOD	Taiwan		90132924	10/29/2004	None
Jason Inc	BUFFING TOOLS AND METHOD OF MAKING	Thailand		078822	12/16/2002	None
Jason Inc	FLAP WHEEL	Thailand		068904	10/9/2001	None
Jason Inc	FLAP WHEEL AND METHOD	Thailand		095113	11/01/04	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Austria		51722	12/20/2002	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Benelux		34896-00	9/30/2002	None
Milisco Manufacturing^	Foam Article And Method Of Preparation	Canada		1196115	10/29/1985	None
Milisco Manufacturing^	Membrane Covered Cushion Having Indented Pattern And Method For Making Same	Canada		1202736	4/1/1986	None
Milisco Manufacturing^	Seat Suspension (CE 200)	China		ZL03810837.2	8/20/2008	None
Milisco Manufacturing^	Seat Suspension (CE 200)	EPO		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	EPO		1050428	8/3/2005	None

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Milisco Manufacturing^	Vehicle Seat (XB 200)	EPO		86806-0001	10/15/2003	None
Milisco Manufacturing^	Vehicle Seat (XH/XB 150)	EPO		87119-0001	10/15/2003	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	France		691333- 361339	2/14/2003	None
Milisco Manufacturing^	Seat Suspension (CE 200)	France		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	France		1050428	8/3/2005	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Germany		40208042.4	12/18/2002	None
Milisco Manufacturing^	Seat Suspension (CE 200)	Germany		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	Germany		1050428	8/3/2005	None
Milisco Manufacturing^	Vehicle Seat (CE 200) M. Murphy	Gr. Britain		3007248	2/4/2003	None
Milisco Manufacturing^	Seat Suspension (CE 200)	Great Britain		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	Great Britain		1050428	8/3/2005	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Italy		87032	2/3/2005	None
Milisco Manufacturing^	Seat Suspension (CE 200)	Italy		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	Italy		1050428	8/3/2005	None
Milisco Manufacturing^	Seat Suspension (CE 200)	Japan		4159477	7/25/2008	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Spain		155085	6/26/2003	None
Milisco Manufacturing^	Seat Suspension (CE 200)	Spain		1373014	5/25/2005	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	Spain		1050428	8/3/2005	None
Milisco Manufacturing^	Vehicle Seat (CE 200)	Sweden		76274	8/27/2003	None
Milisco Manufacturing^	Full Seat Adjustable Suspension	Sweden		1050428	8/3/2005	None

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Milsco Manufacturing^	Vehicle Seat	Turkey		2002/03703	12/12/2002	None
Milsco Manufacturing^	Vehicle Seat (XB 200)	Turkey		2003 03167	10/21/2003	None
Milsco Manufacturing^	Vehicle Seat (XH/XB 150)	Turkey		2003 03167	10/21/2003	None
Milsco Manufacturing^	Vehicle Seat (XH 110/XH 130)	Turkey		2003 03455	11/5/2003	None
Milsco Manufacturing^	Vehicle Seat (XB 180)	Turkey		2003 03538	11/12/2003	None
Milsco Manufacturing^	Seat Suspension (CE 200)	Turkey		1373014	5/25/2005	None
Milsco Manufacturing^	Seat Mount With Integrated Adjustment	EPO		06739499.9	3/23/2006	None
Milsco Manufacturing^	Adjustable Vehicle Seat Suspension	EPO		2192001	1/12/2009	None
Milsco Manufacturing^	Vehicle Seat Suspension And Method	EPO		03783596.4	11/15/2003	None
Milsco Manufacturing^	Vehicle Seat (XH 110)	EPO		000067285-0002	8/18/2003	None
Milsco Manufacturing^	Vehicle Seat (XB 180)	EPO		000061999	8/7/2003	None
Milsco Manufacturing^	Vehicle Seat (XH 130)	EPO		000067285-001/002	8/18/2003	None
Jason Incorporated (Milsco Manufacturing)	Vehicle Seat Assembly System	U.S.	Issued	7837260	11/23/2010	None
Jason Incorporated (Milsco Manufacturing)	Seat Suspension	U.S.	Issued	7837273	11/23/2010	None
Morton Manufacturing Company	Method For Manufacturing Patterned Tread Plates	U.S.	Issued	5735155	4/7/98	None
Milsco Manufacturing Company^	Vehicle Seat V6300 (Design Patent)	US		29/358146 D663962	03/19/12	
Milsco Manufacturing Company^	Vehicle Seat XB210 (Design Patent)	US		D502610	03/08/05	
Milsco Manufacturing Company^	Adjustable Vehicle Seat Suspension	U.S.		13/493519 8469450	6/11/2012	
Milsco Manufacturing Company^	Seat Shell With Integrally Formed Latch Handle Holder and Fore-Aft Position Adjustment Assembly	U.S.		13/493494 8632043	6/11/2012	

Owner	Title	Country	Status	App/Patent No.	App/Patent Date	Licenses/Other Rights Granted
Milscro Manufacturing Company^	Vehicle Seat (V6300 V6400)	U.S.		29/358146 D663962	03/23/2010	
Sealeze a unit of Jason Inc.^	Brush Seal with Stress and Deflection Accommodating Membrane	Australia		2010286926	03/31/10	
Sealeze a unit of Jason Inc.^	Railway Track and Switch Weather Protection Barrier System	Canada		2737700	04/19/11	
Sealeze a unit of Jason Inc.^	Brush Seal with Stress and Deflection Accommodating Membrane	EPO		10006431.0	06/21/10	
Sealeze a unit of Jason Inc.^	Brush Seal with Stress and Deflection Accommodating Membrane	Korea		10-2012- 7005271	02/28/12	
Sealeze a unit of Jason Inc.^	Brush Seal with Stress and Deflection Accommodating Membrane	U.S.		12/731421 8505923	03/24/10	
Sealeze a unit of Jason Inc.^	Railway Track and Switch Weather Protection Barrier System	U.S.		13/089525	04/19/11	