

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2956793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MSD STAMPING, LLC	07/25/2014
JACOBSON MFG - TIFFIN, LLC	07/25/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MEDLEY SBIC, LP
<b>Street Address:</b>	375 PARK AVENUE, SUITE 3304
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5971686
Patent Number:	8376425
Patent Number:	6827538
Patent Number:	6827539
Application Number:	13702772
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Email:</b>	dcassinelli@proskauer.com
<b>Correspondent Name:</b>	DIANE CASSINELLI
<b>Address Line 1:</b>	C/O PROSKAUER ROSE LLP
<b>Address Line 2:</b>	ONE INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	51494/049
<b>NAME OF SUBMITTER:</b>	DIANE CASSINELLI
<b>SIGNATURE:</b>	/Diane cassinelli/
<b>DATE SIGNED:</b>	07/28/2014
<b>Total Attachments: 6</b>	
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of July 25, 2014, by each of the undersigned (each a "Grantor" and, collectively, "Grantors") in favor of MEDLEY SBIC, LP, a Delaware limited partnership, as agent for the "Secured Parties" as defined in the Loan Agreement referred to below (in such capacity, together with its successors and assigns, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, Agent and the other financial institutions party thereto as lenders (collectively, the "Lenders"), the Lenders have agreed to make Loans to Grantors; and

WHEREAS, in order to induce Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents and to induce the Lenders to make the Loans as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property as scheduled on Schedule I attached hereto, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral").:

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Secured Parties with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Such Grantor shall promptly notify Agent in writing of any such new patents for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I hereto to include any such new patent rights or applications of any Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

6. COUNTERPARTS. This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of any Loan Document by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. 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.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any

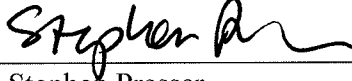
Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

*[Signatures Immediately Follow]*

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.

Grantors:

**MSD STAMPING, LLC**

By: 

Name: Stephen Presser

Title: Vice President and Assistant Secretary

**JACOBSON MFG - TIFFIN, LLC**

By: 

Name: Stephen Presser

Title: Vice President and Assistant Secretary

**ACKNOWLEDGED AND AGREED:**

**MEDLEY SBIC, LP, as Agent**

By: Medley SBIC GP, LLC, its General Partner

By: *Marilyn Adler*  
Name: Marilyn Adler  
Title: Managing Director

**SCHEDULE I**

to

**PATENT SECURITY AGREEMENT**

<b>Patent</b>	<b>Owner</b>	<b>Status in Patent Office</b>	<b>Federal Registration No. or Application Number</b>	<b>Registration Date or Filing Date</b>
Retained Fastener	MSD Stamping, LLC	Issued	5,971,686	October 26, 1999
Automotive Door Striker	MSD Stamping, LLC	Issued	8,376,425	February 19, 2013
Torque Prevailing Stud	Jacobson Mfg – Tiffin, LLC	Issued	6,827,538 B2	December 7, 2004
Decorative Fastener Assembly	Jacobson Mfg – Tiffin, LLC	Issued	6,827,539 B2	December 7, 2004
Vehicle Liftgate Striker and Latch Construction	MSD Stamping, LLC	Pending	13/702,772	June 6, 2013