

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3006453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GRI ENGINEERING & DEVELOPMENT, LLC	08/22/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 SOUTH WACKER DRIVE
Internal Address:	16TH FLOOR MAC N8405-163
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8225911
CORRESPONDENCE DATA	
Fax Number:	(312)698-2433
<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>	
Phone:	3128618609
Email:	chiuspatent@bakermckenzie.com
Correspondent Name:	SUSAN VANDERWALKER - BAKER & MCKENZIE
Address Line 1:	300 E. RANDOLPH STREET
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	GRI TO WELLS
NAME OF SUBMITTER:	SUSAN VANDERWALKER
SIGNATURE:	/Susan Vanderwalker/
DATE SIGNED:	09/03/2014
Total Attachments: 7	
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PATENT

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement, dated as of August 22, 2014 (this “Patent Security Agreement”), is entered into by GRI Engineering & Development, LLC, an Illinois limited liability company, in favor of Wells Fargo Bank, National Association, as Collateral Agent (as defined in the Collateral Agreement (defined below)).

WHEREAS, GRI Engineering & Development, LLC, an Illinois limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the “Lien Grantor”), owns the Patent Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the “Borrower”), the Lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to that certain Amended and Restated Credit Agreement dated as of September 9, 2011, as amended and restated December 10, 2012 (as amended through the date hereof and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Collateral Agreement, dated as of September 9, 2011 (as amended, modified or supplemented from time to time prior to the date hereof, the “Original Collateral Agreement”), among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as Administrative Agent (and any successor or assign thereof, the “Administrative Agent”) for the Secured Parties referred to therein, and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Patent Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Administrative Agent 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);

WHEREAS, the Lien Grantor has previously entered into that certain Patent Security Agreement dated as of September 9, 2011 and recorded with the United States Patent and Trademark Office on December 15, 2011 under recordation number 501757437 and reel and frame numbers 027390 and 0849 respectively (the “Original Patent Security Agreement”), in favor of the Administrative Agent granting to the Administrative Agent for the benefit of the Secured Parties referred to in the Original Collateral Agreement a continuing security interest in the Patent Collateral;

WHEREAS, concurrently herewith the Borrower is entering into that certain Note Purchase and Private Shelf Agreement of even date herewith, among the Borrower, Prudential Investment Management, Inc., the Initial Purchasers (as defined therein) and the other Prudential Affiliates (as defined therein) which may become a party thereto (the “Note Purchase Agreement”) pursuant to which the Initial Purchasers have agreed to purchase certain Notes of the Borrower and certain Noteholders may from time to time hereafter purchase one or more additional series of Notes of the Borrower;

WHEREAS, the parties to the Original Collateral Agreement desire to amend and restate the Original Collateral Agreement and have as of the date hereof entered into that certain Amended and Restated Collateral Agreement (the “Collateral Agreement,” capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to or used for such terms in the Collateral Agreement) in favor of Wells Fargo Bank, National Association, as Collateral Agent (including its successors and assigns in such capacity, the “Grantee”) for the benefit of the Secured Parties (as defined in the Collateral Agreement) to, among other things, assign the security interest of the Administrative Agent to the Collateral Agent and include the Obligations (as defined in the Note Purchase Agreement) among the indebtedness secured pursuant to the Collateral Agreement; and

WHEREAS, to give effect to effect to the foregoing transactions, the parties hereto desire to amend and restate the Original Patent Security Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), a 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:

each Patent (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

provided that the Patent Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

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 permitted under the terms of the Collateral Agreement, the Credit Agreement and the Note Purchase 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 Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document or Note Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law (as defined in the Credit Agreement as in effect on the date hereof), in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Patent Security Agreement or in any other Loan Document or Note Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Patent Security Agreement or any other Loan Document or Note Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document or Note Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 7.3(d) of the Collateral Agreement (it being understood that nothing in this Patent Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

This Patent Security Agreement amends and restates all of the terms and conditions of the Original Patent Security Agreement and nothing contained herein shall be construed as a novation thereof.

Pursuant to the terms of the Intercreditor Agreement, the Administrative Agent hereby assigns its security interest granted to it under the Original Patent Security Agreement, to the Collateral Agent, in accordance with the terms of this Agreement and the Collateral Agreement. The Lien Grantor hereby acknowledges and agrees to such assignment.

(Remainder of page intentionally left blank)

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

**GRI ENGINEERING &
DEVELOPMENT, LLC**

By: _____

Name: George Ruhl

Title: President

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent
and Collateral Agent

By: _____

Name:

Title:

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

GRI ENGINEERING & DEVELOPMENT,
LLC

By: _____
Name:
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent
and Collateral Agent

By: Rosalie C. Hawley
Name: Rosalie C. Hawley
Title: Vice President

**Schedule 1
to Patent
Security Agreement**

GRI ENGINEERING & DEVELOPMENT, LLC

U.S. PATENTS AND DESIGN PATENTS

OWNER	PATENT/ SERIAL NO.	TITLE	ISSUE/ FILING DATE
GRI Engineering & Development, LLC	12/247,348 8,225,911	DISC BRAKE ASSEMBLY WITH SHIM PLATE	10/8/2008 7/24/2012

FOREIGN PATENTS AND DESIGN PATENTS

OWNER	COUNTRY	PATENT/ SERIAL NO.	TITLE	ISSUE/ FILING DATE
GRI Engineering & Development, LLC	Canada	2,682,166	DISC BRAKE ASSEMBLY WITH SHIM PLATE	11/19/2013

PATENT APPLICATIONS

None.

PATENT LICENSES

None.