

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3159174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GUILFORD MILLS, INC.	11/14/2014
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN, 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6705132
Patent Number:	6845639
Application Number:	12625698
Application Number:	13446509
Patent Number:	6291375
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	SAMANTHA J. HIMELMAN
SIGNATURE:	/sjh/
DATE SIGNED:	12/22/2014
Total Attachments: 4	
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of November 14, 2014 is made by Guilford Mills, Inc., a Delaware corporation, located at 21557 Telegraph Road, Southfield, MI 48033 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of November 14, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lear Corporation, a Delaware corporation and parent of Grantor ("Borrower"), the Foreign Subsidiary Borrowers, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and Foreign Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Grantor and certain other subsidiaries of Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of November 14, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GUILFORD MILLS, INC.

By 
Name: Shari L. Burgess
Title: Vice President and Treasurer

[Signature Page to Patent Grant – Guilford Mills]

PATENT
REEL: 034570 FRAME: 0834

SCHEDULE
GUILFORD MILLS, INC. PATENT AND PATENT APPLICATIONS
U.S. Patent Filing

Country	Title	Status	Patent No.	Application No.	OwnerName
USA	Loop-type textile fastener fabric with diagonally extending pile loops and method of producing same	Granted	6705132	10/426283	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	Stretchable loop-type warp knitted textile fastener fabric and method of producing same	Granted	6845639	10/114640	Guilford Mills, Inc.
USA	Composite liner for covering an interior surface of an automotive vehicle	Pending		12/625698	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	Filter element for fluid filtration system	Published		13/446509	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	Textile fabric for dissipating electrical charges	Granted	6291375	09/182846	Guilford Mills, Inc.