

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3314378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
JASON INCORPORATED		03/11/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH	
<b>Street Address:</b>	60 WALL STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10005	
<b>PROPERTY NUMBERS Total: 16</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8590669	
Patent Number:	5295332	
Patent Number:	5318603	
Patent Number:	5329730	
Patent Number:	5404681	
Patent Number:	5496385	
Patent Number:	5895612	
Patent Number:	6756332	
Application Number:	29499893	
Application Number:	62037103	
Application Number:	13599338	
Application Number:	61994993	
Application Number:	62000525	
Application Number:	62014684	
Application Number:	61912542	
Application Number:	61920789	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)446-4900	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
<b>PATENT</b>		

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-446-4727  
**Email:** hayley.smith@kirkland.com  
**Correspondent Name:** KIRKLAND & ELLIS LLP  
**Address Line 1:** ATTN: HAYLEY SMITH SR. LEGAL ASSISTANT  
**Address Line 2:** 601 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	17355-3
<b>NAME OF SUBMITTER:</b>	HAYLEY SMITH
<b>SIGNATURE:</b>	//Hayley Smith//
<b>DATE SIGNED:</b>	04/16/2015

**Total Attachments: 6**

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source=Jason IP Security Agreement 2015 (1)#page5.tif  
source=Jason IP Security Agreement 2015 (1)#page6.tif

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 11, 2015 (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

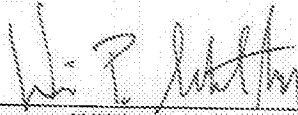
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[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 P. Schultz  
Title: General Counsel, Secretary


[Signature Page to First Lien Patent Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Administrative Agent

By:

Name:


Title:

  
Kirk L. Tashjian  
Director

By:

Name:

Title:

  
Peter Cucchiara  
Vice President

[Signature Page to First Lien Patent Security Agreement]

**SCHEDULE A**  
to  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS<sup>1</sup>**

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Janesville Acoustics <sup>^</sup>	Sound attenuating device using an embedded layer for acoustical tuning	U.S.	Issued	8590669	11/26/2013
Janesville Acoustics <sup>^</sup>	Lightweight decorative structural acoustical glove box bin	U.S.	Provisional Application	61/920789	12/26/2013
Jason Incorporated	Perforated strip abrading element and abrading tool and method using such strip element	U.S.	Issued	5295332	3/22/1994
Jason Incorporated	Abrasive filament honing tool and method of making and using same	U.S.	Issued	5318603	6/7/1994
Jason Incorporated	Abrasive finishing tool	U.S.	Issued	5329730	7/19/1994
Jason Incorporated	Internal finishing tool and method of making same	U.S.	Issued	5404681	4/11/1995
Jason Incorporated	Internal finishing tool and method of making same	U.S.	Issued	5496385	3/5/1996
Jason Incorporated	Method of making abrading tools	U.S.	Issued	5895612	4/26/1999
Jason Incorporated	Vehicle Headliner and Laminate Therefor	U.S.	Issued	6756332	6/29/2004
Milsco Manufacturing Company <sup>^</sup>	Vehicle seat (V7 300)	U.S.	Pending	29/499893	8/19/2014
Milsco Manufacturing Company <sup>^</sup>	Low profile seat position adjustment system	U.S.	Applied	13/599338	8/30/2012
Milsco Manufacturing Company <sup>^</sup>	Ratcheting adjustable lumbar assembly	U.S.	Applied	61/994993	5/19/2014
Milsco Manufacturing Company <sup>^</sup>	Adjustable seat support assembly	U.S.	Applied	62/000525	5/20/2014
Milsco Manufacturing Company <sup>^</sup>	Method and apparatus for pre-tensioning load supporting fabric of mesh	U.S.	Applied	62/014684	6/19/2014
Milsco Manufacturing Company <sup>^</sup> ; Janesville Acoustics <sup>^</sup>	Method and composite fiber saddlebag and/or saddle bag liner construction	U.S.	Applied	61/912542	12/05/2013

<sup>1</sup> The record owners marked with "<sup>^</sup>" are units or divisions of Jason Incorporated.

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Milsco Manufacturing ^	Cooling pad for ventilated seat and ventilated motorcycle seat	U.S.	Pending	62/037103	8/13/2014