

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3354008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SMARTTRUCK SYSTEMS, LLC	01/30/2015
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	1508 WEST MOCKINGBIRD LANE
Internal Address:	MC 6583
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75235
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8783757
Patent Number:	8733954
Application Number:	14230524
Application Number:	13827512
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<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:	734-930-0121
Email:	asujek@bodmanlaw.com
Correspondent Name:	ANGELA ALVAREZ SUJEK - BODMAN PLC
Address Line 1:	201 SOUTH DIVISION, SUITE 400
Address Line 4:	ANN ARBOR, MICHIGAN 48104
NAME OF SUBMITTER:	ANGELA ALVAREZ SUJEK
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	05/14/2015
Total Attachments: 6	
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AGREEMENT

(Patent and Trademark)

THIS AGREEMENT (PATENT AND TRADEMARK) (this "Agreement"), dated as of January 30, 2015, between the undersigned (the "Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, certain of the parties hereto have entered into that certain Credit Agreement dated as of February 6, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and between Secured Party ("Bank"), the Debtor and SmartTruck UnderTray Systems, LLC ("STUS" and with the Debtor, the "Borrowers") and the Borrowers have pledged assets to Bank pursuant to the terms of certain Security Agreements each dated as of February 6, 2013 (as amended, restated or otherwise modified, the "Security Agreements"); capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement; and

B. WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreements and/or the other Loan Documents, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Collateral (as defined below) to secure all obligations and indebtedness of the Borrowers to Secured Party.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make continue to make loans to the Borrowers pursuant to the Loan Documents, the Debtor agrees, for the benefit of the Secured Party, 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 in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of obligations and indebtedness of the Borrowers to Secured Party, including but not limited to all indebtedness under the Credit Agreement and the other Loan Documents, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements (the "Patent Licenses") with any other Person in connection with any of the Patents (as defined below) or such other Person's patents, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof (if any), subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all license agreements (the “Trademark Licenses”) with any other Person in connection with any of the Trademarks (as defined below) or such other Person’s trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof (if any), subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(c) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (collectively, the “Patents”).

(d) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the “Trademarks”);

(e) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described above; and

(f) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (b), (d) and (e) above; and

(g) all proceeds of, and rights associated with, the foregoing, including (i) any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any Patent, patent applications, or Patent Licenses, and all rights corresponding thereto throughout the world or for breach or enforcement of any Patent or Patent License including any Patent, patent application or Patent License referred to in Schedule 1.1 attached hereto and (ii) any right to sue or claim by the Debtor against third parties for past, present, or future

infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreements. The Security Agreements (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

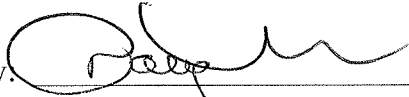
SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

DEBTOR:

SMARTTRUCK SYSTEMS, LLC

By: 
Name: DOUG NICHOLS
Title: CFO

SECURED PARTY:

COMERICA BANK, as Agent

By: _____

Its: _____

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.

DEBTOR:

SMARTTRUCK SYSTEMS, LLC

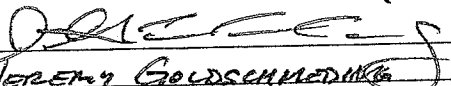
By: _____

Name: _____

Title: _____

SECURED PARTY:

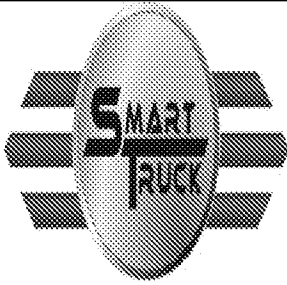
COMERICA BANK, as Agent

By: 
Name: JEREMY GOLDSCHMIDT
Title: CORPORATE BANKING OFFICER

SCHEDULE 1.1

PATENT AND TRADEMARK COLLATERAL

TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TOPKIT	86/367590	8/15/14	n/a	n/a	SmartTruck Systems, LLC (a Delaware LLC)
	85/853480	2/19/13	4,500,582	3/25/14	SmartTruck Systems, LLC (a Delaware LLC)

U.S. PATENTS

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Devices and methods for reducing vehicle drag	13/687710	11/28/12	8,783,757	7/22/14	SmartTruck Systems, LLC
Devices and methods for reducing vehicle drag	13/940291	7/12/13	8,733,954	5/27/14	SmartTruck Systems, LLC
Devices and methods for reducing vehicle drag	14/230524	3/31/14	n/a	n/a	SmartTruck Systems, LLC
Drag reducing mirror assemblies for vehicles	13/827512	3/14/13	n/a	n/a	SmartTruck Systems, LLC