

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3500107

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
VARI-FORM INC.		08/26/2015
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	1300 EAST NINTH STREET, 13TH FLOOR	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44114	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Patent Number:	5815901	
Patent Number:	6257035	
Patent Number:	8814523	
Patent Number:	6067830	
Patent Number:	5644829	
Patent Number:	6154944	
Application Number:	12703828	
Patent Number:	6276258	
Patent Number:	7462402	
Patent Number:	7484397	
Patent Number:	6279364	
Patent Number:	8662567	
Patent Number:	7975383	
Patent Number:	7441830	
Patent Number:	7441831	
Patent Number:	8162388	
Patent Number:	7275785	
Patent Number:	7543883	
Patent Number:	7287788	
Patent Number:	7857377	

PATENT

Property Type	Number
Patent Number:	7357448

CORRESPONDENCE DATA

Fax Number: (312)863-7867

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.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: JACLYN DI GRANDE - PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 E MONROE ST., SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.252
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/26/2015

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of August 26, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between VARI-FORM INC., a Canadian corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the ABL Credit Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Crowne Group Holdings, LLC, a Delaware limited liability company, Crowne Group, LLC, a Delaware limited liability company (the "Borrower Representative"), the other Borrowers identified therein, the Lenders identified therein, the Administrative Agent and each of the other parties party thereto from time to time and (b) the ABL Guaranty, Pledge and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower Representative, each of the other Grantors identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in satisfaction of the terms and conditions set forth in the Credit Agreement and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.03 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. **Grant of Security Interest.** To secure the prompt payment and performance in full when due of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Patents arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantor, including those issued or applied for Patents listed on Schedule I; provided that no security interest is granted on any Excluded Property (the "Patent Collateral"). The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.

Section 3. **Security Agreement.** The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. **Termination.** Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Patent Collateral in a transaction permitted under the Credit

Agreement, following a written request therefor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Patent Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

VARI-FORM INC.

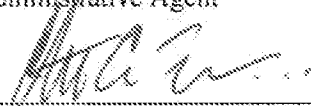
By: 

Name: Patrick James

Title: President and Chief Executive Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Christopher C. Tran
Title: Authorized Officer

Schedule I to Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

Grantor	Name of Patent	Application Number	File Date	Registration Number	Registration Date
VARI-FORM INC.	APPARATUS FOR EXPANSION FORMING OF TUBING FORMING OF TUBING	08/808934	2/28/1997	5815901	10/6/1998
VARI-FORM INC.	COMPRESSIVE HYDROFORMING	09/461189	12/15/1999	6257035	7/10/2001
VARI-FORM INC.	HYDROFORMED TURBINE BLADE	13/029958	2/17/2011	8814523	8/26/2014
VARI-FORM INC.	METHOD AND APPARATUS FOR FORMING OPPOSING HOLES IN A SIDE WALL OF A TUBULAR WORKPIECE	09/361998	7/28/1999	6067830	5/30/2000
VARI-FORM INC.	METHOD FOR EXPANSION FORMING OF TUBING	08/567721	12/5/1995	5644829	7/8/1997
VARI-FORM INC.	METHOD FOR EXPANSION FORMING OF TUBING	09/119519	7/21/1998	6154944	12/5/2000
VARI-FORM INC.	METHOD OF FORMING HOLLOW BODY WITH FLANGE	12/703828	2/11/2010	Pending	Pending
VARI-FORM INC.	PRESSURE ACTIVATED PISTON AND CYLINDER UNIT FOR USE IN A DIE	09/469468	12/22/1999	6276258	8/21/2001
VARI-FORM INC.	PUNCH, APPARATUS AND METHOD FOR FORMING OPPOSING HOLES IN A HOLLOW PART, AND A PART FORMED THEREFROM	11/785950	4/23/2007	7462402	12/9/2008
VARI-FORM INC.	PUNCH, APPARATUS AND METHOD FOR FORMING OPPOSING HOLES IN A HOLLOW PART, AND A PART FORMED THEREFROM	11/330197	1/12/2006	7484397	2/3/2009
VARI-FORM INC.	SEALING METHOD AND PRESS APPARATUS	09/249764	2/16/1999	6279364	8/28/2001
VARI-FORM INC.	VEHICLE ROOF SUPPORT PILLAR ASSEMBLY	12/693914	1/26/2010	8662567	3/4/2014
VARI-FORM INC.	DOUBLE HYDROFORMED TUBE WITH INTEGRAL REINFORCEMENT	11/495470	7/28/2006	7975383	7/12/2011
VARI-FORM INC.	DUAL TUBE LOWER FRAME MIDRAIL STRUCTURE	11/147960	6/8/2005	7441830	10/28/2008
VARI-FORM INC.	METHOD OF MANUFACTURING A VEHICLE FRAME MEMBER WITH A SUBFRAME ATTACHMENT MOUNT	11/838872	8/14/2007	7441831	10/28/2008
VARI-FORM INC.	MULTIPLE TUBE BODY SIDE CONSTRUCTION FOR AUTOMOBILES	11/480618	7/3/2006	8162388	4/24/2012
VARI-FORM INC.	REAR SUBFRAME ATTACHMENT MOUNT FOR HYDROFORMED FRAME	11/148027	6/8/2005	7275785	10/2/2007

Grantor	Name of Patent	Application Number	File Date	Registration Number	Registration Date
VARI-FORM INC.	ROOF RAIL WITH INTEGRALLY FORMED PINCHED FLANGES	11/548334	10/11/2006	7543883	6/9/2009
VARI-FORM INC.	SINGLE COMPONENT AUTOMOTIVE BUMPER AND LOWER FRAME RAIL	11/147961	6/8/2005	7287788	10/30/2007
VARI-FORM INC.	TUBULAR B-PILLAR TO STAMPED ROCKER JOINT AND METHOD OF ASSEMBLING THE SAME	11/539766	10/9/2006	7857377	12/28/2010
VARI-FORM INC.	UNITARY HYDROFORMED ROOF SUPPORT PILLAR	11/276276	2/22/2006	7357448	4/15/2008