

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3677600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Execution Date
DEXTER AXLE COMPANY	12/30/2015

RECEIVING PARTY DATA

Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	5879232
Patent Number:	6183360
Patent Number:	6896463
Patent Number:	6708988
Patent Number:	7470179
Patent Number:	D546252
Patent Number:	7753400
Patent Number:	7252471
Patent Number:	D619064
Patent Number:	8176683
Patent Number:	8641079
Patent Number:	D694158
Application Number:	13998673
Application Number:	29463455
Application Number:	29474521

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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.

PATENT

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Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049018-0026
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NAME OF SUBMITTER:	ANNA T KWAN
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SIGNATURE:	/atk/
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DATE SIGNED:	12/30/2015
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Total Attachments: 4

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GRANT OF PATENT SECURITY INTEREST

December 30, 2015

WHEREAS, DEXTER AXLE COMPANY, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, being the "**Credit Agreement**") with Blitz F15-482 GmbH, a German limited liability company (Gesellschaft mit beschränkter Haftung) registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Frankfurt am Main under HRB 103178 ("**German Borrower**", and together with Grantor, the "**Borrowers**" and each, a "**Borrower**"), the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, each Borrower and each Subsidiary Guarantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, being the "**Security Agreement**"), by and among Grantor, Secured Party, and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**");

- (i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications that are presently, or in the future may be, owned or held

Grant of Patent Security Interest

by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

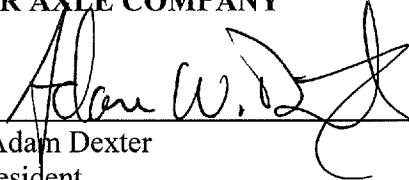
(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

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

DEXTER AXLE COMPANY

By: 
Name: Adam Dexter
Title: President

Grant of Patent Security Interest

PATENT
REEL: 037387 FRAME: 0939

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patents Issued:

<u>Patent No./ (Application No.)</u>	<u>Issue Date/ Application Date</u>	<u>Invention Title</u>
5879232	03/09/1999	Exhaust fan
6183360	02/06/2001	Molded roof exhaust vent
6896463	05/24/2005	Spindle nut retainer
6708988	03/23/2004	Hangers for trailer heights adjustment
7470179	12/30/2008	Screen system allowing easy disassembly
D546252	07/10/2007	Brake actuator housing
7753400	07/13/2010	Multi-axle leaf spring suspension with compliant equalizer
7252471	08/07/2007	Swivel nut
D619064	07/6/2010	Brake magnet
8176683	05/15/2012	Vehicle door
8641079	02/4/2014	Multi-axle vehicle suspension system
D694158	11/26/2013	Suspension link
(13998673)	(11/21/2013)	Hinged vent unit
(29/463455)	(11/26/2013)	Portion of Suspension LINK
(29/474521)	(10/14/2014)	Brake Spoon