

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3677602

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	5	
CONVEYING PARTY DATA		
Name		Execution Date
DEXTER MARINE PRODUCTS LLC		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: 16		
Property Type	Number	
Patent Number:	6983999	
Patent Number:	7461856	
Patent Number:	D540222	
Patent Number:	D543908	
Patent Number:	7270345	
Patent Number:	7753395	
Patent Number:	7722073	
Patent Number:	D599720	
Patent Number:	8276933	
Patent Number:	D647826	
Patent Number:	5551530	
Patent Number:	6035977	
Patent Number:	6302426	
Patent Number:	6652038	
Patent Number:	8327982	
Patent Number:	5771996	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

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

Phone: 7145401235
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Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
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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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source=BNPP_Dexter - Patent Security Agreement (2015) (Dexter Marine Products LLC) (2)#page2.tif

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source=BNPP_Dexter - Patent Security Agreement (2015) (Dexter Marine Products LLC) (2)#page4.tif

GRANT OF PATENT SECURITY INTEREST

December 30, 2015

WHEREAS, DEXTER MARINE PRODUCTS LLC, a Delaware limited liability company ("**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, Dexter Axle Company, a Delaware corporation ("**Company**"), 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 Company, 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, Grantor has executed and delivered that certain U.S. Guaranty dated as of the date hereof (said U.S. Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of each Borrower under the Credit Agreement and the other Loan Documents and all obligations of each Borrower and each Subsidiary Guarantor under the Lender Swap Agreements, including, without limitation, the obligation of each Borrower and each Subsidiary Guarantor to make payments thereunder in the event of early termination thereof; 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;

Grant of Patent Security Interest

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 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

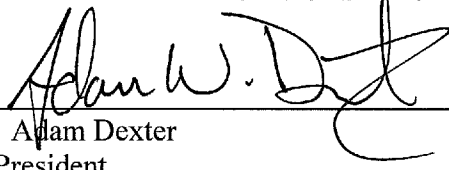
(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason 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 MARINE PRODUCTS LLC

By: 
Name: Adam Dexter
Title: President

Grant of Patent Security Interest

PATENT
REEL: 037387 FRAME: 0949

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

U.S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention Title</u>
6983999	01/10/2006	Clover assembly for a wheel hub
7461856	12/09/2008	Trailer coupler
D540222	04/10/2007	Trailer coupler
D543908	06/05/2007	Swing hitch
7270345	09/18/2007	Swivel jack assembly
7753395	07/13/2010	Tongue assembly for a trailer having an internal hinge
7722073	05/25/2010	Trailer coupler
D599720	09/08/2009	Integral hinge for a trailer tongue assembly
8276933	10/02/2012	Self-latching trailer coupler
D647826	11/01/2011	Trailer coupler with a latch assembly
5551530	09/03/1996	Pressure reducing cap for a liquid lubricant filled wheel hub
6035977	03/14/2000	Trailer Break-Away Device
6302426	06/30/2001	Strengthening Rib
6652038	11/25/2003	Towing and Towed Vehicle Braking System
8327982	12/11/2012	Actuator/Coupler for Towed and Towing Vehicle Combination
5771996	06/30/1998	Lockout Device for Trailer Brake Actuator

Grant of Patent Security Interest

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RECORDED: 12/30/2015

**PATENT
REEL: 037387 FRAME: 0950**