

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3965694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
JASON INCORPORATED	03/14/2016

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	8590669
Patent Number:	8418806
Patent Number:	7160183
Patent Number:	5897431
Patent Number:	5876085
Patent Number:	8469450
Application Number:	14562348
Application Number:	14991908
Patent Number:	7472959
Patent Number:	6186467
Patent Number:	9216673
Patent Number:	6007150
Patent Number:	8196887
Patent Number:	8632043
Patent Number:	7837273
Patent Number:	8052213
Patent Number:	7523988
Patent Number:	6359245
Patent Number:	D663962

PATENT

Property Type	Number
Application Number:	29499893
Patent Number:	D483191
Patent Number:	D502610
Patent Number:	D482882
Patent Number:	D482881
Patent Number:	8096621
Patent Number:	7837260
Patent Number:	7185867
Patent Number:	D536546
Patent Number:	D536547
Patent Number:	D536887
Patent Number:	D536187
Patent Number:	6913099
Patent Number:	7093684
Patent Number:	6935693
Patent Number:	D482880
Patent Number:	D516327
Patent Number:	D516824
Patent Number:	9140363
Patent Number:	8505923
Application Number:	13993816
Patent Number:	9068655
Patent Number:	8882050

CORRESPONDENCE DATA

Fax Number: (414)225-9753

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: 414-225-9755

Email: docketing@boylefred.com

Correspondent Name: DAVID D. STEIN

Address Line 1: 840 N. PLANKINTON AVE

Address Line 4: MILWAUKEE, WISCONSIN 53203

ATTORNEY DOCKET NUMBER:	1358.011
NAME OF SUBMITTER:	DAVID D. STEIN
SIGNATURE:	/David D. Stein/
DATE SIGNED:	07/18/2016

Total Attachments: 7
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of March 14, 2016 (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

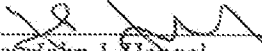
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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.

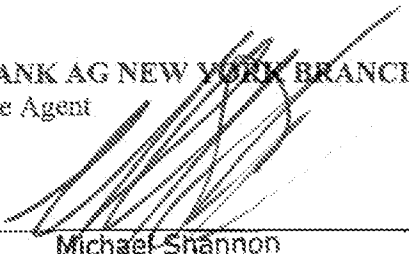
JASON INCORPORATED,
as Grantor

By:


Name: John J. Hengel
Title: Vice President-Finance, Treasurer and
Assistant Secretary

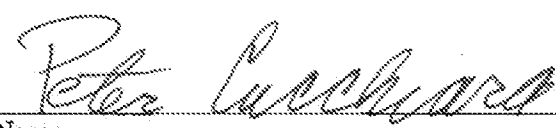
DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By:



Name: Michael Shannon
Title: Vice President

By:



Name: Peter Cucchiara
Title: Vice President

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 039177 FRAME: 0319

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS¹

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Janesville Acoustics [^]	Sound attenuating device using an embedded layer for acoustical tuning	US	Issued	8590669	11/26/2013
Janesville Acoustics [^]	Sound attenuating device using an embedded layer for acoustical tuning	US	Issued	8418806	4/16/2013
Jason Incorporated	Buffing Tools and Methods of Making	US	Issued	7160183	1/9/2007
Jason Incorporated	Honing Tool and Method of Making	US	Issued	5897431	4/27/1999
Milsco Manufacturing Company [^]	Adjustable vehicle seat	US	Issued	5876085	3/2/1999
Milsco Manufacturing Company [^]	Adjustable vehicle seat suspension	US	Issued	8469450	6/25/2013
Milsco Manufacturing Company [^] ; Janesville Acoustics [^]	Composite Fiber Saddlebag, Saddle Bag Liner, and Method	US	Pending	14/562348	12/5/2014
Milsco Manufacturing Company [^]	Ergonomically Adjustable Motorcycle Seat Assembly	US	Pending	14/991908	1/8/2016
Milsco Manufacturing Company [^]	Folding seat	US	Issued	7472959	1/6/2009
Milsco Manufacturing Company [^]	Full seat adjustable suspension	US	Issued	6186467	2/13/2001
Milsco Manufacturing Company [^]	Low profile seat position adjustment system	US	Issued	9216673	12/22/2015
Milsco Manufacturing Company [^]	Motorcycle seat with adjustable backrest	US	Issued	6007150	12/28/1999
Milsco Manufacturing Company [^]	Seat mount with integrated adjustment	US	Issued	8196887	6/12/2012

¹ The record owners marked with "[^]" are units or divisions of Jason Incorporated.

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Milsco Manufacturing Company^	Seat shell with integrally formed latch handle holder and fore-aft position adjustment assembly	US	Issued	8632043	1/21/2014
Milsco Manufacturing Company^	Seat suspension	US	Issued	7837273	11/23/2010
Milsco Manufacturing Company^	Seat with adjustable seat occupant support assembly and integrally formed seat shell therefor	US	Issued	8052213	11/8/2011
Milsco Manufacturing Company^	Seat, suspension, bolster and shell	US	Issued	7523988	4/28/2009
Milsco Manufacturing Company^	Tractor seat safety system	US	Issued	6359245	3/19/2002
Milsco Manufacturing Company^	Vehicle seat (V6 300)	US	Issued	D663962	7/24/2012
Milsco Manufacturing Company^	Vehicle seat (V7 300)	US	Pending	29/499893	8/19/2014
Milsco Manufacturing Company^	Vehicle seat (XB 180)	US	Issued	D483191	12/9/2003
Milsco Manufacturing Company^	Vehicle seat (XB 210)	US	Issued	D502610	03/08/2005
Milsco Manufacturing Company^	Vehicle seat (XH 110)	US	Issued	D482882	12/2/2003
Milsco Manufacturing Company^	Vehicle seat (XH 130)	US	Issued	D482881	12/2/2003
Milsco Manufacturing Company^	Vehicle seat assembly	US	Issued	8096621	1/17/2012
Milsco Manufacturing Company^	Vehicle seat assembly system	US	Issued	7837260	11/23/2010
Milsco Manufacturing Company^	Vehicle seat suspension and method	US	Issued	7185867	3/6/2007
Milsco Manufacturing Company^	Vehicle seat (XK 150 full detail)	US	Issued	D536546	2/13/2007
Milsco Manufacturing Company^	Vehicle seat (XK 150 generic)	US	Issued	D536547	2/13/2007
Milsco Manufacturing Company^	Vehicle seat (XK 190 full detail)	US	Issued	D536887	2/20/2007

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Milsco Manufacturing Company^	Vehicle seat (XK 190 generic)	US	Issued	D536187	2/6/2007
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	US	Issued	6913099	7/5/2005
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	US	Issued	7093684	8/22/2006
Milsco Manufacturing Company ^	Seat suspension	U.S.	Issued	6935693	8/30/2005
Milsco Manufacturing Company ^	Vehicle seat (CE 200)	U.S.	Issued	D482880	12/2/2003
Milsco Manufacturing Company ^	Vehicle seat (XA 500)	U.S.	Issued	D516327	3/7/2006
Milsco Manufacturing Company ^	Vehicle seat (XH 150)	U.S.	Issued	D516824	3/14/2006
Sealeze^	Brush seal cover assembly	U.S.	Issued	9140363	9/23/2015
Sealeze ^	Brush seal with stress and deflection accommodating membrane	U.S.	Issued	8505923	8/13/2013
Sealeze ^	High temperature device shaft brush seal assembly, brush seal, and mounting arrangement	U.S.	Pending	13993816	6/13/2013
Sealeze ^	Quick change brush seal retaining arrangement	U.S.	Issued	9068655	6/30/2015
Sealeze ^	Railway track and switch weather protection barrier system	U.S.	Issued	8882050	11/11/2014