503921271 07/19/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TERM LOAN)

CONVEYING PARTY DATA

Name	Execution Date
ACQUISITION DELTA LLC	07/15/2016

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5897073
Patent Number:	6095500
Patent Number:	6443254
Patent Number:	7494087
Patent Number:	8021097
Patent Number:	8763820
Patent Number:	9010830
Patent Number:	9233647
Application Number:	14272946
Application Number:	14640214
Application Number:	14882010

CORRESPONDENCE DATA

Fax Number: (650)251-5002

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:(212) 455-2128Email:jmull@stblaw.comCorrespondent Name:DEREK STUEBEN

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503921271 REEL: 039390 FRAME: 0260

PATENT -

ATTORNEY DOCKET NUMBER:	509265/1894
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/19/2016

Total Attachments: 6

source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page1.tif source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page2.tif source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page3.tif source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page4.tif source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page5.tif source=Acquisition Delta LLC - Patent Security Agreement (Term) [EXECUTED]#page6.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, effective as of July 15, 2016 by ACQUISITION DELTA LLC ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity as collateral agent, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is a party to the Pledge Supplement dated as of June 15, 2016 pursuant to the Amended and Restated Term Loan Pledge and Security Agreement dated as of December 31, 2014 (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 in Patent Collateral. The Grantor hereby grants to the Collateral Agent for its benefit and for the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Patents of Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that, in the case of either (a) or (b) above, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease,

license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 5. <u>Termination</u>. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the Collateral Agent shall, at Grantor's expense, execute and deliver to Grantors any documents or instruments in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

(Remainder of page intentionally left blank.)

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

ACQUISITION DELTA LLC

By:

Jame: Robert J. Young

Title: Treasurer

SCHEDULE I

to

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

Registered U.S. Patents

TITLE OF INVENTION	INVENTOR/ ASSIGNEE	APPLICATIO N NO.	FILING DATE/ EARLIES T PRIORIT Y DATE	U.S. PATENT NO.	ISSUE DATE	EXPIRATIO N DATE
REEL HANDLER	ARTHUR K. MCVAUGH/ DEJANA TRUCK AND UTILITY EQUIPMENT COMPANY, INC.	08/854,615; CIP OF 08/692,380	05-12-1997 08-05-1996	US589707 3	04-27- 1999	08-05-2016
WINCH DEVICE	ARTHUR K. MCVAUGH/ DEJANA TRUCK AND UTILITY EQUIPMENT COMPANY, INC.	09/074,642 CIP OF 08/692,380	05-07-1998 08-05-1996	US609550 0	08-01- 2000	08-05-2016
TRANSAXLE DEVICE	ARTHUR K. MCVAUGH/ DEJANA TRUCK AND UTILITY EQUIPMENT COMPANY, INC.	09/621,219; CIP OF 09/074,642 CIP OF 08/692,380	07-21-2000 05-07-1998 08-05-1996	US644325 4	09-03- 2002	08-05-2016
REEL HANDLER	ARTHUR K. MCVAUGH/ DEJANA TRUCK & UTILITY EQUIPMENT CO., Inc.	11/606,256	11-29-2006	US749408 7	02-24- 2009	04-26-2027

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TITLE OF INVENTION	INVENTOR/ ASSIGNEE	APPLICATIO N NO.	FILING DATE/ EARLIES T PRIORIT Y DATE	U.S. PATENT NO.	ISSUE DATE	EXPIRATIO N DATE
LOADING AND UNLOADING REEL CARRIER TRUCK	ARTHUR K. MCVAUGH/ DEJANA TRUCK & UTILITY EQUIPMENT CO.	12/286,440	09-30-2008	US802109 7	09-20- 2011	07-03-2029
RACK AND TRAY DEVICE	CHARLES L. HANLEY/ DEJANA CARGO & VAN INTERIORS INC.	12/456,934	06-24-2009	US876382 0	07-01- 2014	02-01-2030
SHELVING SYSTEMS	CHARLES L. HANLEY/ DEJANA TRUCK & UTILITY	13/909,185	06-04-2013	US901083 0	04-21- 2015	11-05-2033
SHELVING SYSTEM WITH LADDER CAGE	CHARLES L. HANLEY/ KEVIN J. TRAINOR, SR./ DEJANA TRUCK & UTILITY	14/752,104	06-26-2015	US923364 7	01-12- 2016	06-25-2035

U.S. Patent Applications

TITLE OF INVENTION	CONTINUATIO N OF PATENT NO.	APPLICATIO N NO.	FILING DATE	PUBLICATIO N DATE	PUBLICATION NUMBER
RACK AND TRAY DEVICE	US8763820	14/272,946	05-08- 2014	01-15-2015	US 2015/0014381 A1
SHELVING SYSTEM	US9010830	14/640,214	03-06- 2015	06-25-2016	US 2015/0175086 A1

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TITLE OF INVENTION	CONTINUATIO N OF PATENT NO.	APPLICATIO N NO.	FILING DATE	PUBLICATIO N DATE	PUBLICATION NUMBER
SHELVING SYSTEM WITH LADDER CAGE	US9233647	14/882,010	10-13- 2015	Not yet published	Not yet published

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RECORDED: 07/19/2016