

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4072326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
IRVIN ACQUISITION LLC	09/28/2016
IRVIN AUTOMOTIVE PRODUCTS INC.	09/28/2016
RECEIVING PARTY DATA	
Name:	COMERICA BANK, AS AGENT
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 55	
Property Type	Number
Patent Number:	9278608
Patent Number:	9186962
Patent Number:	9032888
Patent Number:	8870259
Patent Number:	8869870
Patent Number:	8770256
Patent Number:	8672016
Patent Number:	8556339
Patent Number:	8556325
Patent Number:	8210567
Patent Number:	8091946
Patent Number:	8029065
Patent Number:	7967328
Patent Number:	7963582
Patent Number:	7779887
Patent Number:	7703832
Patent Number:	7681910
Patent Number:	7597132

PATENT

Property Type	Number
Patent Number:	7591498
Patent Number:	7591296
Patent Number:	7549708
Patent Number:	7549457
Patent Number:	7543880
Patent Number:	7537287
Patent Number:	7503270
Patent Number:	7429068
Patent Number:	7421962
Patent Number:	7337823
Patent Number:	7278363
Patent Number:	7234752
Patent Number:	7204539
Patent Number:	7134730
Patent Number:	7097227
Patent Number:	7025400
Patent Number:	7007997
Patent Number:	6997126
Patent Number:	6964453
Patent Number:	6962385
Patent Number:	6935260
Patent Number:	6715435
Patent Number:	6709039
Patent Number:	6701995
Patent Number:	6220462
Patent Number:	6213186
Patent Number:	6120084
Patent Number:	6039105
Patent Number:	5947358
Patent Number:	5934354
Patent Number:	5813449
Application Number:	14571980
Application Number:	14996530
Application Number:	14529274
Application Number:	14921029
Application Number:	14690729
Application Number:	11450698

CORRESPONDENCE DATA**Fax Number:** (734)930-2494

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: 7349302488**Email:** ipfilings@bodmanlaw.com**Correspondent Name:** SUSAN M. KORNFIELD - BODMAN PLC**Address Line 1:** 201 SOUTH DIVISION, SUITE 400**Address Line 4:** ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
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SIGNATURE:	/Susan M. Kornfield/
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DATE SIGNED:	09/28/2016
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Total Attachments: 10

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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of September 28, 2016, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Irvin Acquisition LLC and Irvin Automotive Products Inc. (collectively the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any

such license agreement, including, without limitation, the license agreements listed on **Schedule 1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on **Schedule 1** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in **Schedule 1** and all rights corresponding thereto throughout the world referred to in **Schedule 1** attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

IRVIN ACQUISITION LLC

By: 

Name: Vincent Johnson

Title: Chairman

IRVIN AUTOMOTIVE PRODUCTS INC.

By: 

Name: Vincent Johnson

Title: Chairman

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Name: Bryan Collett

Title: Assistant Vice President

SCHEDULE 1
PATENT COLLATERAL

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
D-ring for use with a visor	14/299315	6/9/14	9,278,608	3/8/16	Irvin Automotive Products Inc.
Sliding visor	14/037530	9/26/13	9,186,962	11/17/15	Irvin Automotive Products Inc.
Bus seat back trim and method and apparatus for making	13/307093	11/30/11	9,032,888	5/19/15	Irvin Automotive Products Inc.
Hybrid visor	12/291656	11/12/08	8,870,259	10/28/14	Irvin Automotive Products Inc.
Sun shade motor spring assembly	12/660543	3/1/10	8,869,870	10/28/14	Irvin Automotive Products Inc.
Fixed motor spring shade	11/220923	9/7/05	8,770,256	7/8/14	Irvin Automotive Products Inc.
Folding end cap	11/651640	1/10/07	8,672,016	3/18/14	Irvin Automotive Products Inc.
Latch lock out	12/592748	12/2/09	8,556,339	10/15/13	Irvin Automotive Products Inc.
Sliding visor	13/200177	9/20/11	8,556,325	10/15/13	Irvin Automotive Products Inc.
Seat side airbag seam	11/488324	7/18/06	8,210,567	7/3/12	Irvin Automotive Products Inc.
Screwless visor mount assembly	12/214207	6/17/08	8,091,946	1/10/12	Irvin Automotive Products Inc.
Sliding armrest	12/386704	4/22/09	8,029,065	10/4/11	Irvin Automotive Products Inc.

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Continuous side airbag seam	12/154108	5/20/08	7,967,328	6/28/11	Irvin Automotive Products Inc.
Sliding visor	12/288309	10/18/08	7,963,582	6/21/11	Irvin Automotive Products Inc.
Rotating end cap	11/651718	1/10/07	7,779,887	8/24/10	Irvin Automotive Products Inc.
Breakaway visor	12/214145	6/17/08	7,703,832	4/27/10	Irvin Automotive Products Inc.
Side airbag connector assembly	11/824167	6/28/07	7,681,910	3/23/10	Irvin Automotive Products Inc.
Window shade	11/242335	10/3/05	7,597,132	10/6/09	Irvin Automotive Products Inc.
Sliding console	11/807248	5/24/07	7,591,498	9/22/09	Irvin Automotive Products Inc.
Two piece removable end cap	11/975213	10/17/07	7,591,296	9/22/09	Irvin Automotive Products Inc.
T-member for use in an armrest or interior component of a vehicle	11/580199	10/12/06	7,549,708	6/23/09	Irvin Automotive Products Inc.
Silicone shade	11/209106	8/22/05	7,549,457	6/23/09	Irvin Automotive Products Inc.
D-ring for use with a visor	11/903387	9/21/07	7,543,880	6/9/09	Irvin Automotive Products Inc.
Sliding armrest	11/287413	11/23/05	7,537,287	5/26/09	Irvin Automotive Products Inc.
Bobbin system for use with a sewing machine	11/591812	11/2/06	7,503,270	3/17/09	Irvin Automotive Products Inc.
Removable storage console	11/242291	10/3/05	7,429,068	9/30/08	Irvin Automotive Products Inc.

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Guide for use in making a seam having a T-member	11/546210	10/11/06	7,421,962	9/9/08	Irvin Automotive Products Inc.
Extending end cap for a security shade	11/066707	2/26/05	7,337,823	3/4/08	Irvin Automotive Products Inc.
Non-laminate seam	11/494329	7/27/06	7,278,363	10/9/07	Irvin Automotive Products Inc.
Molded visor with integral vanity frame	11/066830	2/25/05	7,234,752	6/26/07	Irvin Automotive Products Inc.
Visor nail	11/350959	2/9/06	7,204,539	4/17/07	Irvin Automotive Products Inc.
Seat trim cover assembly aid	11/202624	8/13/05	7,134,730	11/14/06	Irvin Automotive Products Inc.
Upholstered visor with map strap	11/015135	12/17/04	7,097,227	8/29/06	Irvin Automotive Products Inc.
Visor nail	10/779224	2/12/04	7,025,400	4/11/06	Irvin Automotive Products Inc.
Removable stanchion cover	11/035063	1/12/05	7,007,997	3/7/06	Irvin Automotive Products Inc.
Offset seam sewing process	10/686251	10/15/03	6,997,126	2/14/06	Irvin Automotive Products Inc.
Seat trim cover assembly aid	10/858904	6/2/04	6,964,453	11/15/05	Irvin Automotive Products Inc.
Sliding visor	10/686473	10/15/03	6,962,385	11/8/05	Irvin Automotive Products Inc.
Notched seam design for interior trim upholstery pieces	10/686259	10/15/03	6,935,260	8/30/05	Irvin Automotive Products Inc.

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Sewing machine for close-tolerance stitching	10/348140	1/20/03	6,715,435	4/6/04	Irvin Automotive Products Inc.
Auto-locking end cap	10/242013	9/12/02	6,709,039	3/23/04	Irvin Automotive Products Inc.
Combination shade handle and security light	10/303628	11/26/02	6,701,995	3/9/04	Irvin Automotive Products Inc.
Flexible parts transporting system	08/994467	12/19/97	6,220,462	4/24/01	Irvin Automotive Products Inc.
Unitary cassette assembly with integral package tray	09/320915	5/27/99	6,213,186	4/10/01	Irvin Automotive Products Inc.
Coated pivot pin/detent assembly	08/942875	10/2/97	6,120,084	9/19/00	Irvin Automotive Products Inc.
Compressible pocket for cargo shade attachment	08/890687	7/11/97	6,039,105	3/21/00	Irvin Automotive Products Inc.
Side pull security shade with storage compartment	08/827801	4/11/97	5,947,358	9/7/99	Irvin Automotive Products Inc.
Security shade support assembly	08/956895	10/23/97	5,934,354	8/10/99	Irvin Automotive Products Inc.
Vehicle security shade with telescoping end pieces	08/820603	3/19/97	5,813,449	9/29/98	Irvin Automotive Products Inc.
Visor	14/571980	12/16/14	n/a	n/a	Irvin Automotive Products Inc.
Visor	14/996530	1/15/16	n/a	n/a	Irvin Automotive Products Inc.

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Gear loop	14/529274	10/31/14	n/a	n/a	Irvin Automotive Products Inc.
Sliding visor	14/921029	10/23/15	n/a	n/a	Irvin Automotive Products Inc.
Bus seat back trim and method and apparatus for making	14/690729	4/20/15	n/a	n/a	Irvin Automotive Products Inc.
Fixed motor spring shade	11/450698	6/9/06	n/a	n/a	Irvin Automotive Products Inc.