

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5082838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP NORTH AMERICA, INC.	08/02/2018
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7182832
Patent Number:	7871119
Patent Number:	7097220
Patent Number:	6795237
Patent Number:	6338517
Patent Number:	7140862
Patent Number:	7073338
PCT Number:	US1731809
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	mseiss@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name:	MARISA SEISS
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
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Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	21441-011

NAME OF SUBMITTER:	MARISA SEISS
SIGNATURE:	/Marisa Seiss/
DATE SIGNED:	08/03/2018
Total Attachments: 6 source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page1.tif source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page2.tif source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page3.tif source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page4.tif source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page5.tif source=Ignition -- U.S. Patent Security Agreement (Post-Closing) (executed)#page6.tif	

PATENT SECURITY AGREEMENT (U.S.)

THIS PATENT SECURITY AGREEMENT (U.S.), dated as of August 2, 2018 (this "Patent Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the Lenders and the other Secured Parties (as defined in the Securities Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement dated as of April 6, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement") among International Automotive Components Group, S.A., as Issuer, IAC Holdco, LLC, the Holders party thereto and Cortland Capital Market Services LLC, as Collateral Agent for the Secured Parties, the Holders of the Notes have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the U.S. Guaranty and Security Agreement dated as of April 23, 2018 in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations under the Note Documents and to secure such guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent to enter into the Securities Purchase Agreement and to induce the Holders of the Notes to purchase the Notes, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties Security on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS PATENT SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA,
INC.

as Grantor

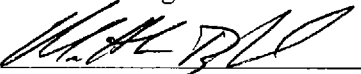
By: 

Name: *Dennis N. Acosta*

Title: *Vice President and Secretary*

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

Internal Title	Ctry	Filing Date	Filing No.	Grant Date	Grant No.	Registered Owners
Adhesive Precoated Headliner Materials	US	09 May 2003	10/434929	27 Feb 2007	7182832	International Automotive Components Group North America, Inc.
Door Trim Panel With Dual Density Bolster Armrest And Integrated Components	US	30 Apr 2004	10/709382	18 Jan 2011	7871119	International Automotive Components Group North America, Inc.
G-Force Push-Push Latch	US	23 Sep 2004	10/711525	29 Aug 2006	7097220	International Automotive Components Group North America, Inc.
Overhead Console Active Night Vision System For An Interior Cabin Of A Vehicle	US	02 Jun 2003	10/250071	21 Sep 2004	6795237	International Automotive Components Group North America, Inc.
Overhead Console For A Vehicle	US	20 Jan 2000	09/488322	15 Jan 2002	6338517	International Automotive Components Group North America, Inc.
Removable In-Mold Degating Insert	US	19 Dec 2005	11/311080	28 Nov 2006	7140862	International Automotive Components Group North America, Inc.
Thermally Controlled Storage Space System For An Interior Cabin Of A Vehicle	US	03 Dec 2003	10707281	11 Jul 2006	7073338	International Automotive Components Group North America, Inc.

B. PATENT APPLICATIONS

Internal Title	Crty	Filing Date	Filing No.	Status	Registered Owners
Foam Adhesion Promotion	US	09 May 2017	PCT/US17/31809	FLG	International Automotive Components Group North America, Inc.

PATENT

REEL: 046553 FRAME: 0991

RECORDED: 08/03/2018