

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5348531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HORIZON GLOBAL AMERICAS INC..	01/22/2019
HORIZON GLOBAL CORPORATION	01/22/2019
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: 46	
Property Type	Number
Patent Number:	7273222
Patent Number:	7367481
Patent Number:	D777064
Patent Number:	10166931
Patent Number:	9802451
Patent Number:	9987891
Patent Number:	10106001
Patent Number:	9849739
Patent Number:	9758089
Patent Number:	9738125
Patent Number:	10052924
Patent Number:	10065465
Patent Number:	D807271
Patent Number:	D794516
Patent Number:	D815581
Patent Number:	D821837
Patent Number:	D825833
Patent Number:	D810530

Property Type	Number
Patent Number:	D821172
Patent Number:	D803042
Patent Number:	D797012
Patent Number:	D832155
Patent Number:	D826028
Patent Number:	10040437
Patent Number:	10035469
Patent Number:	9849738
Patent Number:	D804265
Patent Number:	D797010
Patent Number:	D797009
Patent Number:	D793024
Application Number:	14908050
Application Number:	14913565
Application Number:	15175621
Application Number:	15180548
Application Number:	15180833
Application Number:	15181981
Application Number:	15358789
Application Number:	15368952
Application Number:	29574484
Application Number:	29585815
Application Number:	29586490
PCT Number:	US1627730
PCT Number:	US1633732
PCT Number:	US1637182
PCT Number:	US1637195
PCT Number:	US1658974

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: 6502515027

Email: jnull@stblaw.com

Correspondent Name: MARCELA ROBLEDO

Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1911

NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/29/2019
Total Attachments: 7 source=Pat SI Grant#page1.tif source=Pat SI Grant#page2.tif source=Pat SI Grant#page3.tif source=Pat SI Grant#page4.tif source=Pat SI Grant#page5.tif source=Pat SI Grant#page6.tif source=Pat SI Grant#page7.tif	

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of January 22, 2019 is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Term Loan Credit Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Horizon Global Corporation (the "Borrower"), the Lenders, the Collateral Agent, and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2015, in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all its right, title and interest in Intellectual Property, including the Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Patents (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

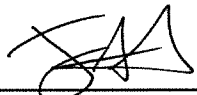
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

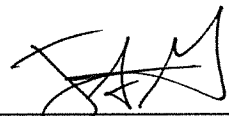
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HORIZON GLOBAL AMERICAS INC.

By: 
Name: Jay Goldbaum
Title: Vice President and Secretary

HORIZON GLOBAL CORPORATION

By: 
Name: Jay Goldbaum
Title: General Counsel

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Krys Szremski
Name: Krys Szremski
Title: Executive Director

Schedule A
Patents

U.S. PATENTS

<u>Grantor</u>	<u>Title</u>	<u>Patent Number</u>
Horizon Global Americas Inc.	PIVOTABLE TOWING DEVICE FOR TOWING VEHICLES	7,273,222
Horizon Global Americas Inc.	RAIL BAR ROOF RACK	7,367,481
Horizon Global Americas Inc.	LUNETTE RING	D777,064
Horizon Global Americas Inc.	SUPPORT BARS AND CYCLE CARRIERS	10,166,931
Horizon Global Americas Inc.	GOOSENECK HITCH BALL	9,802,451
Horizon Global Americas Inc.	SAFETY CHAIN ENGAGING DEVICE FOR GOOSENECK HITCH	9,987,891
Horizon Global Americas Inc.	HITCH BALL MOUNT AND METHOD OF FORMING THE HITCH BALL MOUNT	10,106,001
Horizon Global Americas Inc.	HITCH MOUNT ASSEMBLY	9,849,739
Horizon Global Americas Inc.	TRAILER SIGNAL CONVERTER	9,758,089
Horizon Global Americas Inc.	COMMUNICATION DEVICE, SYSTEM, AND METHOD FOR ACTIVE CONTROL OF EXTERNAL VEHICLE COMPONENTS	9,738,125
Horizon Global Americas Inc.	FIFTH WHEEL HITCH MOUNTING SYSTEM	10,052,924
Horizon Global Americas Inc.	ARTICULATING COUPLER	10,065,465
Horizon Global Americas Inc.	UNIVERSAL JACK MOUNT	D807,271
Horizon Global Americas Inc.	CARABINEER TOW HOOK	D794,516
Horizon Global Americas Inc.	BASKET FOR A VEHICLE	D815,581
Horizon Global Americas Inc.	RATCHET	D821,837
Horizon Global Americas Inc.	ORB LIGHT FIXTURE	D825,833
Horizon Global Americas Inc.	FOLDING WRENCH	D810,530

Horizon Global Americas Inc.	RATCHET	D821,172
Horizon Global Americas Inc.	POINT OF SALE PACKAGING	D803,042
Horizon Global Americas Inc.	HITCH BALL MOUNT	D797,012
Horizon Global Americas Inc.	CARABINEER TOW HOOK	D832,155
Horizon Global Americas Inc.	COUPLER LOCK	D826,028
Horizon Global Americas Inc.	BRAKE CONTROL UNIT	10,040,437
Horizon Global Americas Inc.	CARRIER FOR A VEHICLE	10,035,469
Horizon Global Americas Inc.	FIFTH WHEEL CONVERSION HITCH MOUNTING SYSTEM	9,849,738
Horizon Global Americas Inc.	HANDLE FOR A RATCHET ASSEMBLY	D804,265
Horizon Global Americas Inc.	TOWBAR	D797,010
Horizon Global Americas Inc.	HITCH PIN	D797,009
Horizon Global Americas Inc.	RAMP	D793,024

U.S. PATENT APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Appl. Number</u>
Horizon Global Americas Inc.	CAGE NUT	14/908,050
Horizon Global Americas Inc.	POINT OF SALE PACKAGING	14/913,565
Horizon Global Americas Inc.	FOLDING WRENCH ASSEMBLY	15/175,621
Horizon Global Americas Inc.	FRAME AND TRIM RINGS FOR UNDERBED HITCH MOUNTING ASSEMBLY	15/180,548
Horizon Global Americas Inc.	ROOF RACK CROSSBAR ASSEMBLY	15/180,833
Horizon Global Americas Inc.	INTERCHANGEABLE HITCH BALL ASSEMBLY	15/181,981
Horizon Global Americas Inc.	REMOVABLE SAFETY CHAIN TIE DOWN APPARATUS	15/358,789
Horizon Global Americas Inc.	AUTOMATIC ROLLING FIFTH WHEEL HITCH	15/368,952
Horizon Global Americas Inc.	BIKE RACK	29/574,484

Horizon Global Americas Inc.	WINCH HOUSING	29/585,815
Horizon Global Americas Inc.	RAMP WITH TREADS	29/586,490
Horizon Global Americas Inc.	HITCH MOUNT ASSEMBLY	PCT/US16/27730
Horizon Global Americas Inc.	TRUCK BED RAIL TIE DOWN ATTACHMENT	PCT/US16/33732
Horizon Global Americas Inc.	FRAME AND TRIM RINGS FOR UNDERBED HITCH MOUNTING ASSEMBLY	PCT/US16/37182
Horizon Global Americas Inc.	ROOF RACK CROSSBAR ASSEMBLY	PCT/US16/37195
Horizon Global Corporation	LOAD SUPPORT SYSTEM FOR VEHICLE ROOF (WITTER)	PCT/US16/58974