

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6285898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (2L)
CONVEYING PARTY DATA	
Name	Execution Date
MILSCO, LLC	08/28/2020
OSBORN, LLC	08/28/2020
RECEIVING PARTY DATA	
Name:	CANTOR FITZGERALD SECURITIES, AS ADMINISTRATIVE AGENT
Street Address:	110 E. 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 47	
Property Type	Number
Patent Number:	6359245
Patent Number:	6935693
Patent Number:	7160183
Patent Number:	7185867
Patent Number:	7523988
Patent Number:	7472959
Patent Number:	7837260
Patent Number:	8052213
Patent Number:	7837273
Patent Number:	8196887
Patent Number:	7641042
Patent Number:	8197004
Patent Number:	8096621
Patent Number:	8632043
Patent Number:	8469450
Patent Number:	9216673
Patent Number:	9932081
Patent Number:	10306990
Patent Number:	10076974

Property Type	Number
Patent Number:	10730225
Application Number:	16188266
Application Number:	16443180
Application Number:	16477064
Application Number:	16630281
Application Number:	16674178
Application Number:	16735229
Application Number:	16735689
Patent Number:	D536546
Patent Number:	D536887
Patent Number:	D536547
Patent Number:	D536187
Patent Number:	D663962
Patent Number:	D788480
Patent Number:	D849431
Patent Number:	D848166
Patent Number:	D887733
Patent Number:	D887734
Patent Number:	D887155
Patent Number:	D887156
Patent Number:	D880178
Patent Number:	D880179
Application Number:	29687456
Application Number:	29687465
PCT Number:	US2019037482
PCT Number:	US2019059943
PCT Number:	US2019059947
PCT Number:	US2020012426

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: DAVID ST. BERNARD

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	DAVID ST. BERNARD
SIGNATURE:	/DAVID ST. BERNARD/
DATE SIGNED:	08/31/2020
Total Attachments: 10 source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page1.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page2.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page3.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page4.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page5.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page6.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page7.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page8.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page9.tif source=Jason - Exit Second Lien Patent Security Agreement [Executed]_WEIL_97607893_1#page10.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 28, 2020 (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 CANTOR FITZGERALD SECURITIES, 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 Second Lien Security Agreement, dated as of August 28, 2020 (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.

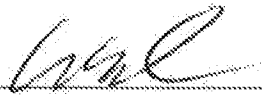
SECTION 8. CONCERNING THE ADMINISTRATIVE AGENT

Cantor Fitzgerald Securities is entering into this Patent Security Agreement solely in its capacity as Administrative Agent. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

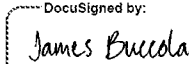
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

MILSCO, LLC
OSBORN, LLC

By: 
Name: Kevin Kuznicki
Title: Vice President

CANTOR FITZGERALD SECURITIES, as
Administrative Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



(Jason Group)

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 053711 FRAME: 0974

SCHEDULE A

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
Milco, LLC	Vehicle Seat	EP Community Design	Issued	000061999-0001	8/7/2003	
Milco, LLC	Vehicle Seat	EP Community Design	Issued	000067285-001/-002	8/18/2003	
Milco, LLC	Vehicle Seat	EP Community Design	Issued	000086806-0001	10/15/2003	
Milco, LLC	Vehicle Seat	EP Community Design	Issued	000087119-0001	10/15/2003	
Milco, LLC	Vehicle Seat	EP Community Design	Issued	001699588-0001-0003	4/23/2010	
Milco, LLC	Vehicle Seats	EP Community Design	Issued	004 739 498-0001	3/5/2018	
Milco, LLC	Vehicle Seat	France	Issued	02 5866	9/23/2002	
Milco, LLC	Vehicle Seat	Sweden	Issued	76274	9/24/2002	
Milco, LLC	Seat Mount with Integrated Adjustment	United Kingdom	Issued	1 866 178	3/23/2006	
Milco, LLC	Seat Mount with Integrated Adjustment	Germany	Issued	60 2006 054 868.0	3/23/2006	
Milco, LLC	Seat Mount with Integrated Adjustment	Italy	Issued	502018000014701	3/23/2006	
Milco, LLC	Seat Mount with Integrated Adjustment	Spain	Issued	2 666 274	3/23/2006	
Milco, LLC	Adjustable Vehicle Seat Suspension	United Kingdom	Issued	2 192 001	12/1/2009	
Milco, LLC	Adjustable Vehicle Seat Suspension	Germany	Issued	60 2009 013 217.2	12/1/2009	
Milco, LLC	Tractor Seat Safety System	US	Issued	6,359,245	10/18/2000	
Milco, LLC	Seat Suspension	US	Issued	6,935,693	3/21/2003	
Osborn, LLC	Buffing Tools and Method of Making	US	Issued	7,160,183	5/8/2003	

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
Milco, LLC	Vehicle Seat Suspension and Method	US	Issued	7,185,867	11/15/2003	
Milco, LLC	Seat, Suspension, Bolster and Shell	US	Issued	7,523,988	8/19/2004	
Milco, LLC	Folding Seat	US	Issued	7,472,959	5/12/2005	
Milco, LLC	Vehicle Seat Assembly System	US	Issued	7,837,260	5/31/2006	
Milco, LLC	Seat with Adjustable Seat Occupant Support and Integrally Formed Seat Shell Therefor	US	Issued	8,052,213	7/3/2007	
Milco, LLC	Seat Suspension	US	Issued	7,837,273	8/28/2007	
Milco, LLC	Seat Mount with Integrated Adjustment	US	Issued	8,196,887	3/5/2008	
Osborn, LLC	Drive Chain or Belt Brush Cleaner and Method	US	Issued	7,641,042	3/5/2008	
Milco, LLC	Adjustable Vehicle Seat Suspension	US	Issued	8,197,004	12/1/2008	
Milco, LLC	Vehicle Seat Assembly	US	Issued	8,096,621	6/12/2009	
Milco, LLC	Adjustable Vehicle Seat Suspension	United Kingdom	Issued	2,574,498	12/17/2012	
Milco, LLC	Adjustable Vehicle Seat Suspension	Germany	Issued	60 2009 023 397.1	12/17/2012	
Milco, LLC	Seat Shell with Integrally Formed Latch Handle Holder and Fore-Aft Position Adjustment Assembly	US	Issued	8,632,043	6/11/2012	

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
Milco, LLC	Adjustable Vehicle Seat Suspension	US	Issued	8,469,450	6/11/2012	
Milco, LLC	Low Profile Seat Position Adjustment System	US	Issued	9,216,673	8/30/2012	
Milco, LLC	Composite Fiber Saddlebag, Saddle Bag Liner, and Method	US	Issued	9,932,081	12/5/2014	
Milco, LLC	Adjustable Seat Occupant Support Assembly	EPO	Pending	15 795 523.8	11/23/2016	
Milco, LLC	Adjustable Seat Occupant Support Assembly	US	Issued	10,306,990	8/17/2016	
Milco, LLC	Modular Forward and Rearward Seat Position Adjustment System, with Integral Vibration Isolation System	US	Issued	10,076,974	6/6/2016	
Milco, LLC	Crisscross Thermoforming Method and Apparatus	US	Issued	10,730,225	4/2/2018	
Milco, LLC	Vehicle Seat	Spain	Issued	155,085	9/23/2002	
Milco, LLC	Modular Forward and Rearward Seat Position Adjustment System, with Integral Vibration Isolation System	EPO	Pending	16 804 677.9	7/12/2017	
Osborn, LLC	Rotary Brush with Vibration Isolation	US	Pending	16/188,266	11/12/2018	
Milco, LLC	Low Profile Adjustable Vehicle Seat Mount Assembly	US	Pending	16/443,180	6/17/2019	
Osborn, LLC	Rotary Brush	US	Pending	16/477,064	7/10/2019	

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
Osborn, LLC	Compoundless Abrasive Polishing or Buffing Article	US	Pending	16/630,281	1/10/2020	
Osborn, LLC	Loading Table Roller Brush Assembly	US	Pending	16/674,178	11/5/2019	
Osborn, LLC	Double-Stringer Rotary Brush	US	Pending	16/735,229	1/6/2020	
Osborn, LLC	Rotary Brush and Rotary Brush Wire Tuft Configurations	US	Pending	16/735,689	1/6/2020	
Osborn, LLC	Improved Rotary Brush	EPO	Pending	18 814 056.0	12/20/2019	
Osborn, LLC	Compoundless Abrasive Polishing or Buffing Article	EPO	Pending	18 832 116.0	2/6/2020	
Osborn, LLC	Rotary Brush with Vibration Isolation	EPO	Pending	18 876 122.5	12/20/2019	
Osborn, LLC	Improved Rotary Brush	China	Pending	201880052698.8	2/5/2020	
Osborn, LLC	Rotary Brush with Vibration Isolation	China	Pending	201880063859.3		
Milisco, LLC	Vehicle Seat	EP Community Design	Issued	2631440	2/11/2015	
Milisco, LLC	Vehicle Seat	Indian Design	Issued	268547	12/31/2014	
Milisco, LLC	Vehicle Seat	Indian Design	Issued	271517	4/20/2015	
Milisco, LLC	Vehicle Seat	US	Issued	D536,546	5/24/2006	
Milisco, LLC	Vehicle Seat	US	Issued	D536,887	5/24/2006	
Milisco, LLC	Vehicle Seat	US	Issued	D536,547	5/24/2006	
Milisco, LLC	Vehicle Seat	US	Issued	D536,187	5/24/2006	
Milisco, LLC	Vehicle Seat	US	Issued	D663,962	3/23/2010	

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
Milco, LLC	Vehicle Seat	US	Issued	D788,480	8/19/2014	
Milco, LLC	Vehicle Seat	US	Issued	D849,431	9/13/2017	
Milco, LLC	Vehicle Seat	US	Issued	D848,166	9/13/2017	
Milco, LLC	Vehicle Seat	US	Issued	D887,733	11/29/2018	
Milco, LLC	Vehicle Seat	US	Issued	D887,734	11/29/2018	
Milco, LLC	Vehicle Seat	US	Issued	D887,155	11/29/2018	
Milco, LLC	Vehicle Seat	US	Issued	D887,156	11/29/2018	
Milco, LLC	Vehicle Seat	US	Issued	D880,178	11/29/2018	
Milco, LLC	Vehicle Seat	US	Issued	D880,179	11/29/2018	
Milco, LLC	Vehicle Seat	US	Pending	29/687,456	4/12/2019	
Milco, LLC	Vehicle Seat	US	Pending	29/687,465	4/12/2019	
Milco, LLC	Vehicle Seat	United Kingdom	Issued	3 007 248	9/20/2002	
Milco, LLC	Seat Suspension	Germany	Issued	60 300 702.3-08	3/21/2003	
Milco, LLC	Seat Suspension	United Kingdom	Issued	1 373 014	3/21/2003	
Milco, LLC	Vehicle Seat Suspension and Method	Germany	Issued	60346576.5	6/15/2005	
Milco, LLC	Vehicle Seat Suspension and Method	United Kingdom	Issued	1 567 388	6/15/2005	
Milco, LLC	Vehicle Seat Suspension and Method	Spain	Issued	1 567 388	6/15/2005	
Milco, LLC	Vehicle Seat Suspension and Method	Italy	Issued	1 567 388	6/15/2005	
Milco, LLC	Vehicle Seat	France	Issued	1 567 388	6/15/2005	

Owner	Title	Country	Status	Application/Patent Number	Application/Patent Date	Licenses/Other Rights Granted
	Suspension and Method					
Milco, LLC	Seat Suspension	China	Issued	ZL03810837.2	3/21/2003	
Milco, LLC	Vehicle Seat	Germany	Issued	402 08 042.4	9/23/2002	
Milco, LLC	Vehicle Seat (TS3300/3400/3500)	EP Community Design	Issued	006489613-0001-0008	5/20/2019	
Milco, LLC	Vehicle Seat	Italy	Issued	87032	9/23/2002	
Osborn, LLC	Buffing Tools and Methods of Making	Mexico	Issued	256468	3/30/2001	
Osborn, LLC	Flap Wheel	Mexico	Issued	245968	6/25/2001	
Osborn, LLC	Finishing and Abrasive Tools	Mexico	Issued	245642	11/30/2001	
Milco, LLC	Low Profile Adjustable Dampening Vehicle Seat Mount Assembly	PCT	Pending	PCT/US2019/037482	6/15/2018	
Osborn, LLC	Improved Rotary Brush with Improved Brush Wire-Tuft Configuration and Double Stringer Knot Brush Made Therewith	PCT	Pending	PCT/US2019/059943	11/5/2018	
Osborn, LLC	Improved Rotary Brush with Improved Brush Wire-Tuft Configuration and Double Stringer Knot Brush Made Therewith	PCT	Pending	PCT/US2019/059947	11/5/2019	
Osborn, LLC	Double-Stringer Rotary Brush with Offset-Trim Brush Wire Tufts Providing Blending of Abrasive Material Removal and Surface Finishing	PCT	Pending	PCT/US2020/012426	1/6/2020	