

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6387723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INNOTECH, CORP.	10/30/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CIBC BANK USA
<b>Street Address:</b>	70 WEST MADISON STREET, SUITE 200
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>PROPERTY NUMBERS Total: 41</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10788199
Patent Number:	10704764
Patent Number:	D883128
Patent Number:	10622511
Patent Number:	10322669
Patent Number:	9812042
Patent Number:	D800930
Patent Number:	9022631
Patent Number:	8764240
Patent Number:	8245555
Patent Number:	7556759
Patent Number:	8408773
Patent Number:	7909482
Patent Number:	5967588
Patent Number:	6382697
Patent Number:	6688371
Patent Number:	6748997
Patent Number:	6799875
Patent Number:	6910725
Patent Number:	6948962

PATENT

Property Type	Number
Patent Number:	7152901
Patent Number:	7416239
Patent Number:	7380852
Patent Number:	7528335
Patent Number:	7325854
Patent Number:	7955106
Patent Number:	7776948
Patent Number:	7993150
Patent Number:	7837359
Patent Number:	8230575
Patent Number:	7815339
Patent Number:	7712933
Patent Number:	10807519
Application Number:	14763012
Application Number:	15178869
Application Number:	15773038
Application Number:	16088975
Application Number:	16179358
PCT Number:	WO2019083787
PCT Number:	WO2019099455
PCT Number:	WO2019090066

#### CORRESPONDENCE DATA

Fax Number: (202)906-8669

*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: 202.906.8618

Email: tm@dykema.com

Correspondent Name: ERIC T. FINGERHUT

Address Line 1: 1301 K STREET, N.W., SUITE 1100 WEST

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	104085-0532
NAME OF SUBMITTER:	ERIC T. FINGERHUT
SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	11/05/2020

#### Total Attachments: 9

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## **PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Security Agreement") is made as of October 30, 2020, by and among INNOTECH, CORP., a Michigan corporation ("Innotec"), INNOTECH AUTOMATION, LLC, a Michigan limited liability company ("Innotec Automation"), INNOPAS INVESTMENTS, LLC, a Michigan limited liability company ("Innopas Investments"), and together with Innotec and Innotec Automation, collectively, "Borrowers" and each a "Borrower", and CIBC BANK USA ("Lender").

### **W I T N E S S E T H**

WHEREAS, Borrowers, the other Loan Parties party thereto, if any, and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Lender of a security interest in certain of such Borrower's assets, including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the "Obligations" (as defined in the Loan Agreement), each Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Each Borrower warrants and represents to Lender that:

(i) No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by such Borrower not to sue third persons;

(iii) Such Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, each Borrower agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, such Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents. Each Borrower represents and warrants that, based on a diligent investigation by such Borrower, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by such Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, any Borrower shall (i) become aware of any existing Patents of which such Borrower has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, or (iv) take any action to revive or complete any abandoned, lapsed or dead patent application or to register any patentable invention, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Lender prompt written notice thereof. Each Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of a Borrower, such Borrower shall give to Lender prompt written notice thereof.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of the last to expire of the Patents, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements. Each Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to any Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne jointly and severally by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

9. Duties of Borrower. Borrowers shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any patent applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Borrowers.

10. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, each Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrowers (or any one of them) and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes

Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Each Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

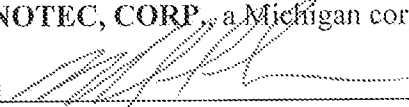
19. Survival of Representations. All representations and warranties of each Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the words "Borrower" and "Borrowers" shall be so construed.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Borrower has duly executed this Patent Security Agreement as of the date first written above.


**INNOTECH, CORP.**, a Michigan corporation

By: 

Name: Michael L. Lanser

Title: President

**INNOTECH AUTOMATION, LLC**, a  
Michigan limited liability company

By: 

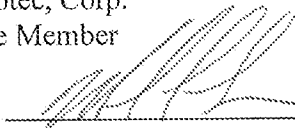
Name: Nicholas J. DeVries

Its: Manager

**INNOPAS INVESTMENTS, LLC**, a  
Michigan limited liability company

By: Innotec, Corp.

Its: Sole Member

By: 

Name: Michael L. Lanser

Title: President

Agreed and Accepted  
As of the Date First Written Above

**CIBC BANK USA**

By: \_\_\_\_\_

Name: Jennifer L. Kempton

Title: Managing Director



IN WITNESS WHEREOF, each Borrower has duly executed this Patent Security Agreement as of the date first written above.

**INNOTECH, CORP.**, a Michigan corporation

By: \_\_\_\_\_  
Name: Michael L. Lanser  
Title: President

**INNOTECH AUTOMATION, LLC**, a  
Michigan limited liability company

By: \_\_\_\_\_  
Name: Nicholas J. DeVries  
Its: Manager

**INNOPAS INVESTMENTS, LLC**, a  
Michigan limited liability company

By: Innotec, Corp.  
Its: Sole Member

By: \_\_\_\_\_  
Name: Michael L. Lanser  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**CIBC BANK USA**

By:   
Name: Jennifer L. Kempton  
Title: Managing Director

## SCHEDULE A

### **PATENTS**

<u>Owner</u>	<u>Patent Description</u>	<u>Patent No.</u>	<u>Filed Date</u>
Innotec, Corp.	Illuminating assembly for use with shelving	10,788,199	August 10, 2016
Innotec, Corp.	Light assembly including linear lens	10,704,764	August 9, 2017
Innotec, Corp.	Warning beacon for vehicles	D883,128	October 21, 2018
Innotec, Corp.	Illuminated optical device	10,622,511	November 2, 2018
Innotec, Corp.	Mirror with integral light pipe illumination	10,322,669	May 20, 2016
Innotec, Corp.	Lighted trim assembly and perforated member therefor	9,812,042	October 28, 2013
Innotec, Corp.	Trailer lamp	D800,930	July 28, 2015
Innotec, Corp.	Flexible light pipe	9,022,631	June 13, 2013
Innotec, Corp.	Electrical device having boardless electrical component mounting arrangement	8,764,240	March 2, 2011
Innotec, Corp.	Headrest frame and method	8,245,555	March 23, 2009
Innotec, Corp.	Auto-indexing visor core	7,556,759	January 27, 2005
Innotec, Corp.	Light for vehicles	8,408,773	April 6, 2010
Innotec, Corp.	Electrical device having boardless electrical component mounting arrangement	7,909,482	August 21, 2007
Innotec, Corp.	Visor control	5,967,588	June 19, 1998
Innotec, Corp.	Stamping reinforced polymeric molded elbow and method of manufacture	6,382,697	November 29, 2000
Innotec, Corp. (co-owned)	Glide assembly for wall panel arrangement and method of assembling	6,688,371	May 30, 2002
Innotec, Corp. (co-owned)	Reinforced support element for wall panel arrangement	6,748,997	April 26, 2002
Innotec, Corp.	Vehicle interior light	6,799,875	September 20, 2002
Innotec, Corp.	Sliding visor	6,910,725	February 11, 2004

Innotec, Corp.	Flexible jumper receptacle	6,948,962	May 18, 2004
Innotec, Corp.	Vehicle visor construction and method	7,152,901	October 22, 2004
Innotec, Corp.	Foam core visor	7,416,239	January 5, 2005
Innotec, Corp.	Overhead console with storage bin	7,380,852	February 14, 2006
Innotec, Corp.	Light assembly for vehicle interiors	7,528,335	September 18, 2006
Innotec, Corp.	Visor for vehicles	7,325,854	May 2, 2006
Innotec, Corp. (co-owned)	Flex connector and manufacturing process	7,955,106	March 12, 2010
Innotec, Corp.	Composite counterweight and method of making same	7,776,948	April 13, 2007
Innotec, Corp. (co-owned)	Power distribution assembly with grounding feature	7,993,150	March 12, 2010
Innotec, Corp.	Electrical device having boardless electrical component mounting arrangement	8,764,240	March 2, 2011
Innotec, Corp.	Lens system for LED lights	7,837,359	April 9, 2008
Innotec, Corp.	Overmolded circuit board and method	8,230,575	December 12, 2008
Innotec, Corp.	Light module	7,815,339	January 9, 2009
Innotec, Corp.	Light for vehicles	7,712,933	March 19, 2008
Innotec, Corp.	Light assembly including linear lens	10,704,764	August 9, 2017
Innotec, Corp.	RV Step Light	10,807,519	

#### **PATENT APPLICATIONS**

<u>Owner</u>	<u>Publication Number</u>	<u>Application No.</u>
Innotec, Corp.	20150360605	14/763,012
Innotec, Corp.	20170356640	15/178,869
Innotec, Corp.	20180314001	15/773,038
Innotec, Corp.	20190137678	16/088,975
Innotec, Corp.	20190132917	16/179,358
Innotec, Corp.	20190170322	16/323,646
Innotec, Corp.	20080062711	11/842,606

<u>Owner</u>	<u>Patent Description</u>	<u>Patent Application No.</u>
Innotec, Corp.	Backbone progressive molding	WO2019/083787
Innotec, Corp.	Beacon circuit	WO2019/099455A1
Innotec, Corp.	LED short circuit detection	WO2019/090066A1