

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6963310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HIGHLAND INDUSTRIES, INC.	10/04/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS SECURITY AGENT FOR THE SECURED PARTIES
<b>Street Address:</b>	60 WALL STREET, 16TH FLOOR, MAILSTOP, NYC60-1630
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005

**PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	7276275
Patent Number:	7732356
Patent Number:	7468334
Patent Number:	8408595
Patent Number:	8132826
Patent Number:	8778130
Patent Number:	8109534
Patent Number:	9091097
Patent Number:	9243682
Patent Number:	9599189
Patent Number:	9664310
Patent Number:	9745750
Patent Number:	8431497
Patent Number:	10192655
Patent Number:	9869412
Patent Number:	10145446
Patent Number:	10190657
Patent Number:	10689799
Patent Number:	10487914
Application Number:	16449639

**PATENT**

Property Type	Number
Application Number:	16541278

**CORRESPONDENCE DATA****Fax Number:**

*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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** STEWART WALSH

**Address Line 1:** 1025 CONNECTICUT AVE NW, SUITE 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1493744 PAT O

**NAME OF SUBMITTER:** WILLIAM BEYNON

**SIGNATURE:** /William Beynon/

**DATE SIGNED:** 10/12/2021

**Total Attachments: 5**

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October 4, 2021

**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
(Patents and Patent Applications)**

**WHEREAS**, Highland Industries, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns the Patent Collateral (as defined below);

**WHEREAS**, the Grantor, among others, Joyson Auto Safety Holdings S.A., the financial institutions named therein as Original Lenders, Deutsche Bank AG, Hong Kong Branch as Agent are parties to a Senior Facilities Agreement dated 28 September, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**"); and

**WHEREAS**, pursuant to (i) a Security Agreement dated as of October 4, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") entered into between, among others, the Grantor and Deutsche Bank Trust Company Americas, as Security Agent (the "**Security Agent**", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement
  - (a) "**Patents**" means all of the following now or hereafter owned by any Grantor: (a) all letters patent of the United States or any other jurisdiction/register, all registrations and recordings thereof, and all pending applications for letters patent of the United States or any other jurisdiction/register, including registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any State or Territory thereof, or any other jurisdiction/register, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell inventions disclosed or claimed therein.
2. **Grant of Security Interest.** To secure the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and mortgage on and pledges and assigns to the Security Agent, its successors and assigns the following properties, assets and rights of the Grantor wherever located, whether now owned or hereafter acquired or arising (all of same being herein called the "**Patent Collateral**"):
  - (a) each Patent owned by the Grantor to the extent included in the Collateral (as defined in the Security Agreement), including, without limitation, each Patent registration and application referred to in Schedule 1 hereto;
  - (b) to the extent not covered by clause (a), all proceeds and products thereof.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, while an Event of Default is continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might be entitled to take with

respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof.

3. **Security Agreement.** The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent 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 are incorporated by reference herein as if fully set forth herein. In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.
4. **GOVERNING LAW.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
5. **Submission to Jurisdiction.** The Grantor irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees, to the fullest extent permitted by applicable Law, that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.
6. **Waiver of Venue.** The Grantor hereby waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement in any court referred to in Section 5. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
7. **Counterparts.** This Intellectual Property Security Agreement Supplement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Intellectual Property Security Agreement Supplement shall become effective when it shall have been executed by the Security Agent and the Security Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement Supplement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement Supplement.
8. **Effective Date.** Notwithstanding anything to the contrary in this Intellectual Property Security Agreement Supplement (including the date of execution of this Intellectual Property Security Agreement Supplement), this Intellectual Property Security Agreement Supplement and the liens and security interests granted hereunder shall not be effective until the Effective Date (as defined in the Payoff Letter).

*[Remainder of page left blank intentionally; signatures follow.]*



IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of date first above written.

SIGNED by )  
)  
)  
for and on behalf of )  
HIGHLAND INDUSTRIES, INC. ) Name: Mark Decker  
as Grantor ) Title: Authorized Signatory  
)

Acknowledged:

SIGNED by )  
)  
) DocuSigned by:  
) *Richard L Buckwalter*  
) 1408D9234B484D2...  
) Richard L. Buckwalter  
and ) Director  
)  
)  
) DocuSigned by:  
) *Alice Carter*  
) 98039157806F463...  
) Alice Carter  
for and on behalf of ) Assistant Vice President  
DEUTSCHE BANK TRUST COMPANY )  
AMERICAS )  
as Security Agent )

**SCHEDULE 1**

<b>Country</b>	<b>App Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Applicant/Owner</b>
USA	4/22/2004	10829397	10/2/2007	7276275	Highland Industries, Inc.
USA	7/23/2004	10897126	6/8/2010	7732356	Highland Industries, Inc.
USA	10/4/2004	10956333	12/23/2008	7468334	Highland Industries, Inc.
USA	1/12/2009	12086349	4/2/2013	8408595	Highland Industries, Inc.
USA	1/13/2009	12318966	3/13/2012	8132826	Highland Industries, Inc.
USA	2/6/2012	13367269	7/15/2014	8778130	Highland Industries, Inc.
USA	7/22/2009	12507458	2/7/2012	8109534	Highland Industries, Inc.
USA	1/22/2014	14160713	7/28/2015	9091097	Highland Industries, Inc.
USA	2/27/2013	13779162	1/26/2016	9243682	Highland Industries, Inc.
USA	3/24/2015	14666483	3/21/2017	9599189	Highland Industries, Inc.
USA	9/30/2014	14502079	5/30/2017	9664310	Highland Industries, Inc.
USA	5/21/2015	14718734	8/29/2017	9745750	Highland Industries, Inc.
USA	08/25/2009	12/546912	4/30/2013	8431497	Highland Industries, Inc.
USA	10/06/2017	15/726461	1/29/2019	10192655	Highland Industries, Inc.
USA	04/27/2017	15/498553	1/16/2018	9869412	Highland Industries, Inc.
USA	2/20/2017	15/437068	06/08/2017	10145446	Highland Industries, Inc.
USA	2/20/2017	15/437078	06/08/2017	10190657	Highland Industries, Inc.
USA	4/18/2017	15/478418	10/04/2018	10689799	Highland Industries, Inc.
USA	8/21/2017	15/681545	02/21/2019	10487914	Highland Industries, Inc.
USA	8/10/2017	15/498553	01/16/2018	9869412	Highland Industries, Inc.
USA	06/24/2019	16/449639			Highland Industries, Inc.
USA	08/15/2019	16/541278			Highland Industries, Inc.