

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Henniges Automotive Holdings, Inc.		06/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3539086	HENNIGES	
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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Doris Ka, Legal Assistant		
Address Line 1:	80 Pine St		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	06/16/2014		
Total Attachments: 9			
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source=2 Henniges.Barclay trademark SA ABL#page2.tif			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Henniges Automotive Holdings, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 12, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Barclays Bank PLC, as Administrative Agent

Street Address: 745 Seventh Avenue, 27th Floor

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.551 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

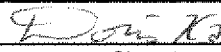
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 13, 2014

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Barclays Bank PLC, as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, HENNIGES AUTOMOTIVE HOLDINGS, INC., a Delaware corporation (the “Borrower”), has entered into an Asset-Based Revolving Credit Agreement dated as of June 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, LJ/HAH HOLDINGS CORPORATION, a Delaware corporation (“Holdings”), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and BANK OF AMERICA, N.A. and UBS SECURITIES LLC, as a co-syndication agents;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 12, 2014, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Intercreditor Agreement; Pari Passu Obligations.

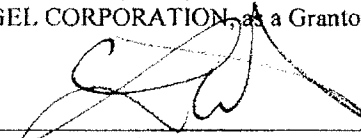
(a) Notwithstanding anything herein to the contrary, the Lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

(b) If the Administrative Agent enters into any other ABL Intercreditor Agreement contemplated by Section 9.08 of the Credit Agreement, in the event of any conflict between such intercreditor agreement, on one side, and this Agreement, on the other side, the terms of such intercreditor agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

HENNIGES AUTOMOTIVE HOLDINGS, INC., as a
Grantor
HENNIGES AUTOMOTIVE SEALING SYSTEMS
NORTH AMERICA, INC., as a Grantor
SCHLEGEL CORPORATION, as a Grantor

By: 
Name: Lawrence Williams
Title: Vice President Finance and Secretary

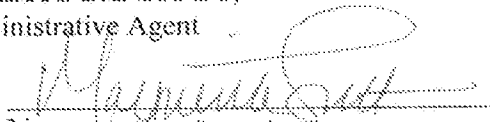
[ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 005302 FRAME: 0768

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By:


Name: M. Sultan
Title: Vice President

UNITED STATES TRADEMARKS:

Mark	Serial/Registration Number	Filing/Registration Date	Goods/Services	Owner	Status	Next Action/Comments
U.S. Federal						
HENNIGES	3,539,086	11/25/08 (reg.)		Henniges Automotive Holdings, Inc.	Registered	
U.S. State						
N/A						

UNITED STATES PATENTS:

PATENT TITLE	COUNTRY	PATENT/APPLICATION/PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Magnetic Door Gasket	United States	5,606,828	3/14/1995 3/4/1997	Issued	Gencorp Inc. (Attempting to assign to HASS NA)
Vacuum Retention Gasket Splicing	United States	5,614,052	12/21/1994 3/25/1997	Issued	Gencorp Inc. (Attempting to assign to HASS NA)
Moveable-Window Safety Device	United States	5,621,290	7/19/1996 4/15/1997	Issued	Henniges Automotive Sealing Systems North America, Inc.

PATENT TITLE	COUNTRY	PATENT/ APPLICATION/ PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Molded Glass Run Channel Composite	United States	5,635,274	6/21/1994 6/3/1997	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing or Guiding Assemblies and Methods of Making Them	United States	5,699,603	3/20/1996 12/23/1997	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing or Guiding Assemblies	United States	5,839,232	3/17/1997 11/24/1998	Issued	Henniges Automotive Sealing Systems North America, Inc.
Mechanically Interlocked Weatherstrip	United States	6,070,363	12/2/1998 6/6/2000	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing, Trimming or Guiding Strips	United States	6,082,048	10/15/1998 7/4/2000	Issued	Henniges Automotive Sealing Systems North America, Inc.
Method for Manufacturing an Integrally Molded Applique Article for a Vehicle with Integral Cosmetic and Functional Material	United States	6,103,168	1/27/1997 8/15/2000	Issued	Henniges Automotive Sealing Systems North America, Inc.
Weatherseal Having a Contact Layer with Thermoplastic Particles in a Thermoset Carrier	United States	6,406,785	6/23/1999 6/18/2002	Issued	Schlegel Corporation
Method for forming automotive vehicle weatherseal	United States	6,428,649	6/20/2000/ 8/6/2002	Issued	Schlegel Corporation
Method for Forming Weatherseals from an Interchangeable Insert Die Assembly	United States	6,458,301	8/27/2001 10/1/2002	Issued	Schlegel Corporation
Force-Responsive Detectors and Systems	United States	6,525,651	2/21/2001 2/25/2003	Issued	Henniges Automotive Sealing Systems North America, Inc.
Composite Weatherstrip Having a Friction Reducing Coating on a Hard Bearing Layer	United States	6,534,147	2/15/2001 3/18/2003	Issued	Schlegel Corporation
Force-Responsive Detectors and System and Methods of Making Them	United States	6,571,511	11/21/2000 6/3/2003	Issued	Henniges Automotive Sealing Systems North America, Inc.
Glass Run Surround Cap	United States	6,612,074	10/2/2001 9/2/2003	Issued	Schlegel Corporation
Sealing Strips	United States	6,623,832	2/15/2000 9/23/2003	Issued	Henniges Automotive Sealing Systems North America, Inc.
Joined Profile Sections	United States	6,790,498	4/22/2003 9/14/2004	Issued	Henniges Automotive Sealing Systems North America, Inc.
Carrierless Flange Cover with Integral Trim Strip	United States	6,883,847	9/17/2003 4/26/2005	Issued	Schlegel Corporation
Sealing and Guiding Strip for a Window with Insert for Corner of the Window Frame	United States	6,996,936	9/11/2002 2/14/2006	Issued	Henniges Automotive Sealing Systems North America, Inc.

PATENT TITLE	COUNTRY	PATENT/ APPLICATION/ PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Sealing, Trimming and Finishing Strips and Vehicle Doors Incorporating Such Strips	United States	7,052,021	1/7/2003 5/30/2006	Issued	Henniges Automotive Sealing Systems North America, Inc.
Illuminating Weatherseal	United States	7,082,721	10/3/2003 8/1/2006	Issued	Schlegel Corporation
Two Piece Outer Belt Weatherstrip	United States	7,171,785	11/21/2000 2/6/2007	Issued	Henniges Automotive Sealing Systems North America, Inc.
Capacitive Sensor Having Flexible Polymeric Conductors	United States	7,215,529	8/19/2003 5/8/2007	Issued	Schlegel Corporation
Integrated Motor Vehicle Cowl Vent and Seal	United States	7,316,447	4/8/2005 1/8/2008	Issued	Henniges Automotive Sealing Systems North America, Inc.
Weatherseal Having a Curvilinear Polymeric Backbone	United States	7,356,967	5/25/2006 4/15/2008	Issued	Schlegel Corporation
Window Seal Assembly Having a T-Shaped Trim Member	United States	8,205,389	9/26/2002 6/26/2012	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing, Trimming or Guiding Strips	United States	8,479,449	10/19/2006 7/9/2013	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing, Trimming or Guiding Strips and Reinforcements Therefor	United States	8,079,180	11/20/2003 12/20/2011	Issued	Henniges Automotive Sealing Systems North America, Inc.
Weatherstrip Having Hybrid Carrier	United States	7,886,487	12/30/2003 02/15/2011	Issued	Henniges Automotive Sealing Systems North America, Inc.
Flange Engaging Strip with a Carrier for Engaging a Flange Having a Varying Thickness along a Longitudinal Dimension	United States	7,997,030	3/8/2006 08/16/2011	Issued	Schlegel Corporation
Sealing or Guiding Assemblies and Methods of Making It	United States	8,051,606	1/24/2008 11/08/2011	Issued	Henniges Automotive Sealing Systems North America, Inc.
Sealing Strip for Vehicle Window and Method of Making It	United States	8,434,267	1/19/2009 5/7/2013	Issued	Henniges Automotive Sealing Systems North America, Inc.
Mechanically Stiffened Weatherseal Carrier	United States	8,205,390	2/26/2009 6/26/2012	Issued	Henniges Automotive Sealing Systems North America, Inc.
Carrier Having a Living Hinge	United States	8,474,188	8/16/2010 7/2/2013	Issued	Henniges Automotive Sealing Systems North America, Inc.

PATENT TITLE	COUNTRY	PATENT/ APPLICATION/ PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Flange Engaging Strip With A Carrier For Engaging A Flange Having A Varying Thickness Along A Longitudinal Dimension	United States	8,375,640	7/1/2011 2/19/13	Issued	Schlegel Corporation
Weatherstrip Assembly	United States	8,549,790	8/3/2012 10/8/2013	Issued	Henniges Automotive Sealing Systems North America Inc.
Dual End Cap For A Seal Member	United States	13/956,715	8/1/2012	Pending	Henniges Automotive Sealing Systems North America Inc.
Weatherstrip Assembly Having A Variable Length Shim	United States	13/655,005	10/18/2012	Pending	Henniges Automotive Sealing Systems North America Inc.
Sealing Member	United States	13/894,932	5/15/2013	Pending	Henniges Automotive Sealing Systems North America Inc.
Glass Run Seal Having A Dis-Continuous Low Friction Wear Strip	United States	14/059,849	10/22/2013	Pending	Henniges Automotive Sealing Systems North America Inc.
Seal Assembly	United States	61/937,120	2/7/2014	Pending	Henniges Automotive Sealing Systems North America Inc.
Weatherstrip Assembly having a Removable Retaining Member	United States	14/345,140	3/14/2014	Pending	Henniges Automotive Sealing Systems North America Inc.