

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flex-N-Gate LLC		11/01/2019	Limited Liability Company:
Flex-N-Gate Advanced Product Development, LLC		11/01/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 S. LASALLE STREET		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5844618	FLEX F/X	
<b>Registration Number:</b>	5844614	FLEX-N-GATE	
<b>Registration Number:</b>	5844617	FLEX N GATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	<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>		
<b>Phone:</b>	212-294-2684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	1740-30		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco by trademarkny/		
<b>DATE SIGNED:</b>	11/06/2019		

CH \$90.00 5844618

**Total Attachments: 11**

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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 1, 2019, by FLEX-N-GATE LLC, an Illinois limited liability company (f/k/a Flex-N-Gate Corporation) (“Flex-N-Gate”) and FLEX-N-GATE ADVANCED PRODUCT DEVELOPMENT, LLC, a Delaware limited liability company (“Flex-N-Gate Advanced” and together with Flex-N-Gate, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders under the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

**RECITALS**

A. The Grantors and certain of their Affiliates have entered into an Amended and Restated Credit Agreement, dated as of December 3, 2010 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or certain of their Affiliates.

B. The Grantors and certain of their Affiliates have entered into an Amended and Restated Pledge and Security Agreement dated as of December 3, 2010 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Flex-N-Gate previously executed and delivered to the Administrative Agent (a) that certain Patent and Trademark Security Agreement, dated as of October 1, 2001 by Flex-N-Gate in favor of the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “2001 Patent and Trademark Security Agreement”) and (b) that certain Patent and Trademark Security Agreement, dated as of July 13, 2005 by Flex-N-Gate in favor of the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “2005 Patent Trademark Security Agreement” and, together with the 2001 Patent and Trademark Security Agreement, collectively the “Original Patent and Trademark Security Agreements”).

D. The Grantors and certain of their Affiliates have entered into a Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to amend and restate the Existing Credit Agreement pursuant to the terms thereto.

E. The Administrative Agent and Lenders are willing to amend and restate the Existing Credit Agreement and are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors and certain of their Affiliates shall have entered into that certain Master Reaffirmation Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Master Reaffirmation Agreement”) in favor of the Administrative Agent, pursuant to which the Grantors and certain of their Affiliates reaffirm their obligations under the specified Collateral Documents, including the Security Agreement.

F. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors and certain of their Affiliates under the Credit Agreement.

G. As a condition to the Administrative Agent and the Lenders entering into the Credit Agreement, and pursuant to the Master Reaffirmation Agreement, the Grantors have agreed to amend and restate the Original Patent and Trademark Security Agreements as set forth herein.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").


This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement supersedes and amends and restates in their entirety the Original Patent and Trademark Security Agreements.

[signature page follows]

The Grantors have caused this Amended and Restated Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FLEX-N-GATE LLC  
FLEX-N-GATE ADVANCED PRODUCT  
DEVELOPMENT, LLC

By: 

Name: David Ekblad

Title: Chief Financial Officer & Secretary

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

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

Title: \_\_\_\_\_

The Grantors have caused this Amended and Restated Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FLEX-N-GATE LLC  
FLEX-N-GATE ADVANCED PRODUCT  
DEVELOPMENT, LLC

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

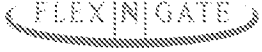



Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Christine Satter  
Title: Assistant Vice President

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

COUNTRY	TRADEMARK	TRADEMARK REGISTRATION NUMBER	OWNER	FILING DATE	DATE OF REGISTRATION	DATE AFFIDAVIT OF USE AND/OR RENEWAL DUE	AFFIDAVIT OF USE AND/OR RENEWAL FILED
United States	Flex F/X	5844618	Flex-N-Gate Advanced Product Development, LLC	20/2/19	27/8/19	27/8/29	
United States	Flex-N-Gate	5844614	Flex-N-Gate Advanced Product Development, LLC	20/2/19	27/8/19	27/8/29	
United States		5844617	Flex-N-Gate Advanced Product Development, LLC	20/2/19	27/8/19	27/8/29	
World Intellectual Property Organization	FLEX F/X 	1491839	Flex-N-Gate Advanced Product Development, LLC		8/14/19		
World Intellectual Property Organization	FLEX N GATE and Design 	1491236	Flex-N-Gate Advanced Product Development, LLC		8/14/19		
World Intellectual Property Organization	FLEX-N-GATE 	1491471	Flex-N-Gate Advanced Product Development, LLC		8/14/19		



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

COUNTRY	PATENT NUMBER	APPLICATION NUMBER	OWNER/ APPLICANT	DATE PATENT ISSUED	TITLE OF INVENTION
United States	US20190249834A1	US16272191A	Flex-N-Gate Advanced Product Development, LLC	Pending	Reflective ink lighting assembly
United States	US20190178464A1	US16177995A	Flex-N-Gate Advanced Product Development, LLC	Pending	Backlit 3D lamp
United States	US20190168663A1	US16170662A	Flex-N-Gate Advanced Product Development, LLC	Pending	Integrated Display Light Assembly
United States	US20190101259A1	US16142628A	Flex-N-Gate Advanced Product Development, LLC	Pending	Reflector lamp
United States	US20180354080A1	US16107350A	Flex-N-Gate Advanced Product Development, LLC	Pending	Method of manufacturing a welded tube
United States	US20180355646A1	US16002667A	Flex-N-Gate Advanced Product Development, LLC	Pending	Vehicle hood hinge
United States	US10443806B2 (US20180180244A1)	US15851880A	Flex-N-Gate Advanced Product	10/15/2019	Homogenous LED vehicle lamp

COUNTRY	PATENT NUMBER	APPLICATION NUMBER	OWNER/ APPLICANT	DATE PATENT ISSUED	TITLE OF INVENTION
			Development, LLC		
United States	US10208916B2 (US20180172233A1)	US15847126A	Flex-N-Gate Advanced Product Development, LLC	02/19/2019	Channel between headlight chambers
United States	US20180252403A1	US15756422A	Flex-N-Gate Advanced Product Development, LLC	09/06/2018	Lamp assembly with thermal transporters
United States	US20180100629A1	US15726727A	Flex-N-Gate Advanced Product Development, LLC	Pending	Condensation collection device
United States	US20170314759A1	US15644406A	Flex-N-Gate Advanced Product Development, LLC	Pending	Lit image projection lamp and assemblies and methods to use the same to generate three-dimensional images
United States	US10443790B2 (US20170343166A1)	US15621478A	Flex-N-Gate Advanced Product Development, LLC	10/15/2019	Optical light pipe with uniform lit intensity
United States	US10184280B2 (US20170350176A1)	US15610772A	Flex-N-Gate Advanced Product Development, LLC	01/22/2019	Automotive door hinge
United	US20180274745A1	US15542331A	Flex-N-Gate	09/27/2018	Lit image

COUNTRY	PATENT NUMBER	APPLICATION NUMBER	OWNER/ APPLICANT	DATE PATENT ISSUED	TITLE OF INVENTION
States			Advanced Product Development, LLC		projection lamp and method
United States	US9956866B2 (US20170106741A1)	US15295307A	Flex-N-Gate Advanced Product Development, LLC	05/01/2018	Active grille shutter
United States	US10081081B2 (US20160368034A1)	US15176672A	Flex-N-Gate Advanced Product Development, LLC	09/25/2018	Method of manufacturing a welded tubular section using in-line notching and trimming initiated after roll-forming and welding
United States	US9932005B2 (US20170297520A1)	US15098250A	Flex-N-Gate Advanced Product Development, LLC	04/03/2018	Vehicle bumper assembly
United States	US10094549B2 (US20150252997A1)	US14423266A	Flex-N-Gate Advanced Product Development, LLC	10/09/2018	Micro-channel heat sink for LED headlamp
United States	US9677721B2	US13840425A	Flex-N-Gate Advanced Product Development, LLC	06/13/2017	Optical light pipe with uniform lit intensity
United States	US20140177260A1	US13840425A	Flex-N-Gate Advanced Product Development, LLC	06/26/2014	Optical light pipe with uniform lit intensity

COUNTRY	PATENT NUMBER	APPLICATION NUMBER	OWNER/ APPLICANT	DATE PATENT ISSUED	TITLE OF INVENTION
Mexico	MX2017014934A	MX201714934A	Flex-N-Gate Advanced Product Development, LLC	Status unclear	Lit image projection lamp and method
Korea	KR2018012276A	KR20177035517A	Flex-N-Gate Advanced Product Development, LLC	Status unclear	The illuminating image projecting lamp and method.
Europe	EP3528236A2	EP2019157313A	Flex-N-Gate Advanced Product Development, LLC	08/21/2019	Reflective ink lighting assembly
Europe	EP3469250A1	EP2017813948A	Flex-N-Gate Advanced Product Development, LLC	04/17/2019	Lit image project devices and lamp assemblies containing the same for generation of three dimensional images
Europe	EP3298455A1	EP2016800565A	Flex-N-Gate Advanced Product Development, LLC	03/28/2018	Lit image projection lamp and method
Europe	EP2746647A3	EP2013198676A	Flex-N-Gate Advanced Product Development, LLC	04/11/2018	Light guide with uniform intensity
China	CN107835954A	CN201680029541A	Flex-N-Gate Advanced Product	03/23/2018	Lit image projection lamp and

COUNTRY	PATENT NUMBER	APPLICATION NUMBER	OWNER/ APPLICANT	DATE PATENT ISSUED	TITLE OF INVENTION
			Development, LLC		method
World Intellectual Property Organization	WO2019118100A1	WO2018US59750A	Flex-N-Gate Advanced Product Development, LLC	06/20/2019	Backlit 3D lamp
World Intellectual Property Organization	WO2019067882A1	WO2018US53399A	Flex-N-Gate Advanced Product Development, LLC	04/04/2019	Reflector lamp