

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innotec, Corp. d/b/a Innotec, Inc.		11/10/2011	CORPORATION: MICHIGAN
ILH, L.L.C.		11/10/2011	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	200 Ottawa Avenue NW		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3265479	XO CORE	
<b>Registration Number:</b>	3554538	BOARDFREE	
<b>Registration Number:</b>	3734651	INNVIROMASS	
<b>Registration Number:</b>	3734652	INNVIROMASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)433-7274		
<b>Phone:</b>	2484337200		
<b>Email:</b>	amoscowitz@dickinsonwright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Dickinson Wright PLLC		
<b>Address Line 1:</b>	2600 West Big Beaver Road, Suite 300		
<b>Address Line 4:</b>	Troy, MICHIGAN 48084		
<b>ATTORNEY DOCKET NUMBER:</b>	7-4455		

**OP \$115.00 3265479**

NAME OF SUBMITTER:	Craig A. Phillips
Signature:	/Craig A. Phillips/
Date:	11/15/2011
<b>Total Attachments: 6</b> source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of November 10, 2011, is made by **Innotec, Corp. d/b/a Innotec, Inc.**, a Michigan corporation, and **ILH, L.L.C.**, a Michigan limited liability company, (jointly and severally, the "*Grantor*") in favor of JPMorgan Chase Bank, N.A. (the "*Bank*").

Innotec, Corp. d/b/a Innotec, Inc. and ILH, L.L.C. (collectively, the "*Borrower*") has entered into a Credit Agreement dated as of November 10, 2011 (the "*Credit Agreement*"), with JPMorgan Chase Bank, N.A.

As a condition precedent to the making of loans by the Bank under the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreement dated as of November 10, 2011, made by the Grantor to the Bank (the "*Pledge and Security Agreement*").

Under the terms of the Pledge and Security Agreement, the Grantor has granted to the Bank, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, 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 Grantor agrees as follows:

1. Grant of Security. The Grantor hereby grants to the Bank a security interest in all of the Grantor's right, title and interest in and to the following (the "*IP Collateral*"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof and any foreign patents or patent applications claiming priority to a patent or patent application listed in Schedule 1 (the "*Patents*");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

1.4 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Bank.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the IP Collateral are as provided by the Credit Agreement, the Pledge and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

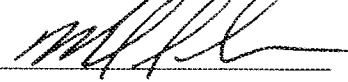
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

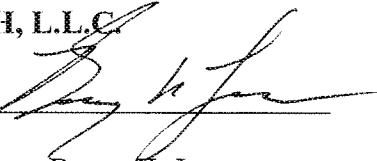
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**Innotec, Corp. d/b/a Innotec, Inc.**

By 

Name: Michel L. Lanser  
Title: President  
Address for Notices: 441 E.  
Roosevelt Avenue, Zeeland, MI  
49464

**ILH, L.L.C.**

By 

Name: Bryan K. Lanser  
Title: Manager  
Address for Notices: 441 E.  
Roosevelt Avenue, Zeeland, MI  
49464

AGREED TO AND ACCEPTED:

**JPMorgan Chase Bank, N.A.**

By 

Name: Sommer M. Bainbridge  
Title: Vice President  
Address for Notices: 200 Ottawa  
Avenue NW, Grand Rapids, MI  
49503

**EXHIBIT A  
SCHEDULES**

Schedule 1 – Patents

Schedule 2 – Trademarks

Schedule 3 – Copyrights

GRAPIDS 7-4455 269536v2

EXHIBIT A TO IP SECURITY AGREEMENT

**TRADEMARK  
REEL: 004660 FRAME: 0993**

## IP Schedule

	Status	Title	Serial Number / App#	Patent Number
<b>ISSUED PATENTS</b>				
1	Issued Patent	STAMPING REINFORCED POLYMERIC ELBOW AND METHOD OF MANUFACTURE	09/725,581	6,382,697
2	Issued Patent	VEHICLE INTERIOR LIGHT	10/251,430	6,799,875
3	Issued Patent	SLIDING VISOR	10/776,865	6,910,725
4	Issued Patent	VEHICLE VISOR CONSTRUCTION AND METHOD	10/972,142	7,152,901
5	Issued Patent	FOAM CORE VISOR	11/029,590	7,416,239
6	Issued Patent	OVERHEAD CONSOLE WITH STORAGE BIN	11/353,682	7,380,852
7	Issued Patent	SLIDING SWITCH	11/522,581	7,528,335
8	Issued Patent	VISOR FOR VEHICLES	11/415,778	7,325,854
9	Issued Patent	FLEXIBLE JUMPER RECEPTACLE	10/709,624	6,948,962
10	Issued Patent	COMPOSITE COUNTERWEIGHT AND METHOD OF MAKING SAME	11/735,059	7,776,948
11	Issued Patent	LIGHT MODULE	12/351,380	7,815,339
12	Issued Patent	LENS SYSTEM FOR LED LIGHTS	12/100,016	7,837,359
13	Issued Patent	ELECTRICAL DEVICE HAVING BOARDLESS ELECTRICAL COMPONENT MOUNTING ARRANGEMENT	11/842,606	7,909,482
14	Issued Patent	Auto-Indexing Visor Core	11/044,146	7,556,759
15	Issued Patent	Reinforced Support Element for Wall Panel Arrangement	10/134,043	6,748,997
16	Issued Patent	Glide Assembly for Wall Panel Arrangement and Method of Assembling	10/159,956	6,688,371
<b>PATENTS PENDING</b>				
1	Pending	HEADREST FRAME AND METHOD	12/409,202	
2	Pending	OVERMOLDED CIRCUIT BOARD AND METHOD	12/333,397	
3	Pending	LIGHTED BADGE OR EMBLEM	PCT/US2008/076859	
4	Pending	COMPOSITE COUNTERWEIGHT AND METHOD OF MAKING SAME	PCT/US2008/059992	

5	Pending	GERMAN PATENTS BOARDFREE	112007011951	
6	Pending	FOREIGN PATENTS BOARDFREE	PCT/US2007076405	
7	Pending	FOREIGN PATENTS HEADREST-Brazil, China, EPC, India, WO	Brazil – TBD China – TBD EPC – 09722566.8 India – TBD WO – PCT/US2009/037949	
8	Pending	OVERMOLDED CIRCUIT BOARD AND METHOD (FOREIGN APPLICATION)	8858951.0	
9	Pending	OVERMOLDED CIRCUIT BOARD AND METHOD (FOREIGN APPLICATION)	PCT/US2008/086521	
10	Pending	Electrical Device Having Boardless Electrical Component Mounting Arrangement	13/039,130	
<b>TRADEMARKS</b>				
1	Registered	XO CORE	3,265,479	
2	Registered	BOARDFREE	3,554,538	
3	Registered	INNVIROMASS	3,734,651	
4	Registered	INNVIROMASS	3,734,652	