

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JANESVILLE, LLC		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SANTANDER BANK, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4664751	AEROTEX	
Registration Number:	4629970	DURATEX	
Registration Number:	1048153	MARABOND	
Registration Number:	1041359	MARATEX	
Registration Number:	4345315	POLYTEX	
Registration Number:	1492289	PROFILE	
Registration Number:	2536226	SYNTEX	
Registration Number:	2536227	SYNTEX PLUS	
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>			
Phone:	212-660-3052		
Email:	mpalmisciano@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michael S. Palmisciano		
SIGNATURE:	/Michael S. Palmisciano/		

CH \$215.00 4664751

DATE SIGNED:	08/30/2019
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Total Attachments: 13

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COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (hereinafter referred to as the “Assignment”) is made this 30th day of August, 2019, by and between JANESVILLE, LLC, a Delaware limited liability company (“Janesville”), and SANTANDER BANK, N.A., a national banking association with its head office at 28 State Street, Boston, Massachusetts 02109, as agent (in such capacity, the “Agent”) for the Lenders under and as defined in that certain Amended and Restated Credit Agreement, dated as of December 30, 2016, as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of March 7, 2018, that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of June 13, 2019, that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of August 2, 2019, and that certain Amendment No. 4 to Amended and Restated Credit Agreement, dated as of August 30, 2019 (as the same may be further amended, modified, supplemented or restated from time to time, the “Credit Agreement”), by and among Janesville, Leon Interiors Inc., a Delaware corporation (“Leon”), Motus LLC, a Michigan limited liability company (“Motus Sub”), Motus Alabama LLC, a Delaware limited liability company (“Motus Alabama”), and collectively with Janesville, Leon and Motus Sub, the “Borrowers”), the Agent and the Lenders named therein.

WHEREAS, the Borrowers have entered into the Credit Agreement, pursuant to and subject to the terms and conditions of which the Lenders have agreed to make advances to the Borrowers and issue letters of credit for the account of the Borrowers;

WHEREAS, the Borrowers have entered into that certain Amended and Restated Security Agreement, dated as of December 30, 2016, among the Borrowers and the Agent (as the same may be amended, amended and restated, modified or supplemented from time to time, the “Security Agreement”), pursuant to which the Borrowers have granted to the Agent a security interest in certain collateral of the Borrowers and have agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement; and

WHEREAS, Janesville has also agreed to execute and deliver this Assignment and to collaterally assign the Collateral (as hereinafter defined) to secure Janesville’s obligations under the Credit Agreement, including, without limitation, its obligations under the Notes (as defined in the Credit Agreement) and to place in the public record of the Patent and Trademark Office the collateral assignment granted hereunder.

NOW, THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Obligations (as defined in the Credit Agreement), the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement. The following terms, as used herein, shall have the following respective meanings:

“Patent and Trademark Office” means the United States Patent and Trademark Office.

“Patent License” means all agreements, whether written or oral, providing for the grant by Janesville of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements described in Schedule I hereto.

“Patents” means all patents and patent applications (including each patent and patent application described on Schedule I hereto), including without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof.

“Trademark License” means any agreements, whether written or oral, providing for the grant by Janesville of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

“Trademarks” means all of the following to the extent owned by Janesville: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof; provided, the definition of “Trademarks” shall exclude any and all intent-to-use trademarks.

“Uniform Commercial Code” means the Uniform Commercial Code as enacted in the State of New York.

Section 2. Collateral Assignment. In order to secure the prompt and complete payment and performance of all the Obligations, together with any and all expenses which may be incurred by the Agent or any Lender in collecting any or all of such Obligations or enforcing any rights, obligations or liabilities under this Assignment, and in furtherance and as confirmation of the security interests granted by the Borrowers under the Security Agreement, Janesville does hereby hypothecate and assign as collateral security to the Agent, for the benefit of the Lenders, all of Janesville’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the “Collateral”):

(a) all Patents;

(b) all Patent Licenses;

(c) all proceeds and products of each Patent and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the property and rights described in clauses (a) through (c), being collectively referred to as the “Patent Collateral”);

(d) all Trademarks;

(e) all Trademark Licenses;

(f) all proceeds and products of each Trademark and Trademark License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademark or Trademark License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the property and rights described in clauses (d) through (f), being collectively referred to as the "Trademark Collateral");

(g) to the extent assignable pursuant to their terms (with any required consent), licenses or user or other agreements granted to Janesville with respect to any of the Patent Collateral or the Trademark Collateral (collectively, the "Licensed Rights"); and

(h) all proceeds of any of the items described in clauses (a) through (g);

provided, Collateral shall not include any Excluded Assets.

Section 3. Representations and Warranties. As an inducement to the Agent to enter into this Assignment, Janesville makes the following representations and warranties:

(a) As of the date hereof, Schedule I sets forth a complete and correct list of all Patents, Patent Licenses, Trademarks, Trademark Licenses and Licensed Rights in which Janesville has any right, title or interest; said Patents and Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned; to Janesville's knowledge no holding, decision or judgment has been rendered by any governmental authorities which would be reasonably likely to limit, cancel or question the validity of any Patent or Trademark.

(b) Janesville is the sole beneficial owner of the Collateral, and is duly licensed to use the Licensed Rights, and, except for Permitted Encumbrances, no Encumbrance exists or will exist upon any Collateral at any time except for the collateral assignment thereof in favor of the Agent provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except pursuant to Patent Licenses and Trademark Licenses entered into by Janesville in the ordinary course of business, which as of the date hereof, are listed in Schedule I, Janesville owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Patents and the Trademarks listed on Schedule I.

(d) Except as otherwise disclosed in the Credit Agreement, as of the date hereof, (i) there is no infringement by others of any right of Janesville with respect to any

Patent or Trademark listed on Schedule I, (ii) Janesville is not infringing in any respect upon any patent or trademark of any other Person, and (iii) no proceedings have been instituted or are pending against Janesville, or to Janesville's knowledge, threatened, alleging any such violation or seeking to limit, cancel or question the validity of any such Patent or Trademark that could reasonably be expected to have a Material Adverse Effect.

(e) All applications pertaining to the Patents and the Trademarks have been duly and properly filed, and all registrations or letters pertaining to such Patents and Trademarks have been properly filed and issued.

Section 4. Defense of Collateral, Etc. Janesville agrees that it will at its expense forever warrant and, at the Agent's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent Janesville in the exercise of its reasonable business judgment from determining that it is in the best interest of Janesville to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands (the foregoing prerogative of the Manager(s) of Janesville is sometimes referred to herein as the "Business Judgment Exception"). Janesville hereby agrees to pay, indemnify, and hold the Agent and the Lenders harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of patent or trademark infringement, provided that Janesville shall have no obligation hereunder to indemnify the Agent or any Lender to the extent the matter to be indemnified against was caused by the indemnified party's gross negligence or willful misconduct.

Section 5. Continued Use of Patents, Etc.

(a) Subject to the Business Judgment Exception, Janesville agrees to maintain the registration of the Patents and the Trademarks listed on Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense. In the event that any Patent or any Trademark is infringed by a third Person, so as to have a Material Adverse Effect on Janesville, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, Janesville shall promptly notify the Agent and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral.

(b) Janesville shall promptly notify the Agent of the institution of, and any adverse determination in, any proceeding in the Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding Janesville's claim of ownership in any of the Patents or the Trademarks.

(c) Janesville shall promptly notify the Agent if it knows, or has reason to know, that any application or registration relating to any Patent or any Trademark may become abandoned or of any adverse determination or development, other than non-final determinations of any such

office or court, regarding Janesville's ownership of any Patent or any Trademark or its right to register the same or to keep and maintain the same.

Section 6. No Assignments, Etc. Janesville shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Encumbrance upon the Collateral in favor of any other Person, or assign this Assignment or any rights in the Collateral or the material protected thereby without, in either case, the prior written approval of the Agent and such attempted Encumbrance or assignment shall be void ab initio.

Section 7. Continuing Liability. Janesville hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation collaterally assigned to the Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by Janesville thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Assignment or the collateral assignment thereof to the Agent or the receipt by the Agent of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of Janesville thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 8. New Patents or Trademarks. If, before the Obligations shall have been satisfied in full and the Commitments of all of the Lenders terminated, Janesville, either by itself or through an agent, employee, licensee or designee, shall develop or obtain rights to any new (i) patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Schedule I or any improvement on any such Patent, or (ii) Trademarks, or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark listed on Schedule I (in each case, except any intent-to-use trademark), Janesville shall in each case give to the Agent prompt notice thereof in writing, and shall execute and deliver, and file with the Patent and Trademark Office, a modification of this Assignment amending Schedule I hereto to include such new Patent or such new Trademark, as applicable, thereon. Notwithstanding the foregoing, Janesville hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Assignment on behalf of Janesville amending Schedule I hereto to include such new Patent or such new Trademark, as applicable.

Section 9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, but subject to the terms and conditions of this Assignment, Janesville shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of its business.

Section 10. Remedies. (a) If an Event of Default under the Credit Agreement has occurred and is continuing the Agent may exercise, in addition to all rights and remedies granted to it in this Assignment and the other Loan Documents, all rights and remedies of a secured party under the Uniform Commercial Code and other applicable law, provided that the Agent shall give Janesville not less than ten (10) days' prior written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made of any of the Collateral. Janesville agrees that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Agent may use any of the Collateral for any purpose in connection with the use and operation of the Collateral;

(ii) the Agent may license, or sublicense, whether general, special or otherwise any Patents or Trademarks included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Obligations;

(iii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Janesville in, to and under any Patent Licenses or any Trademark Licenses and take or refrain from taking any action under any thereof, and Janesville hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or wilful misconduct; and

(iv) upon request by the Agent, Janesville will execute and deliver to the Agent a power of attorney, in addition to and supplemental to that set forth in Sections 12 and 8 hereof, in form and substance satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Patent or a Trademark.

Section 11. Grant of License to Use Intangibles. For the purpose of enabling the Agent to exercise rights and remedies under Section 10 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies and for no other purpose, Janesville hereby grants to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Janesville) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by Janesville, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The Agent shall have no duty as to the protection of Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining

thereto. The Agent may exercise its rights with respect to any portion of the Collateral without resorting or regard to other Collateral or sources of reimbursement for liability.

Section 12. Power of Attorney. Janesville hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of Janesville, the Agent, or otherwise, for the sole use and benefit of the Agent, but at Janesville's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, however, that the Agent shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

Section 13. Further Assurances. Janesville will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper and take any other action that the Agent may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Collateral or to enable the Agent to obtain the full benefits of this Assignment, or to enable the Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. At the request of the Agent, Janesville will use commercially reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by Janesville in and to any Collateral. To the extent permitted by law, Janesville hereby authorizes the Agent to execute, file and record notices, financing statements or continuation statements without Janesville's signature appearing thereon. Janesville agrees that a carbon, photographic or other reproduction of this Assignment or of a financing statement is sufficient as a notice or financing statement. Janesville shall pay the costs of, or incidental to, any recording or filing of any notice or financing or continuation statements concerning the Collateral.

Section 14. Notices. All notices, approvals, requests, demands and other communications hereunder shall be in writing, and shall be given and effective in accordance with the Credit Agreement.

Section 15. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16. No Waiver; Cumulative Remedies. The Agent shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

Section 17. Waivers; Amendments. None of the terms and provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

Section 18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 19. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Janesville, its respective successors and assigns, and shall be binding upon and inure to the benefit of and be enforceable by the Agent, the Lenders and their respective successors and assigns; provided that Janesville may not assign or transfer its rights or obligations hereunder.

Section 20. Termination. Upon the payment in full of all Obligations and termination of the Commitments of all of the Lenders, this Agreement and the collateral assignment made hereunder shall terminate and all rights to the Collateral shall revert to Janesville and the Agent will execute all such documents as may be reasonably requested by Janesville to release such security interests and to terminate such collateral assignment and to reassign the Patents and the Trademarks to Janesville (without representation or warranty). If, after this Agreement and the collateral assignment made hereunder is terminated, payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Janesville or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Janesville or any substantial part of its property, or otherwise, the collateral assignment made hereunder and all rights of the Agent to the Collateral shall be reinstated, all as though such payments had not been made.

Section 21. Governing Law; Jurisdiction; Venue. THIS ASSIGNMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY TO THIS ASSIGNMENT). JANESVILLE CONSENTS TO THE JURISDICTION OF ANY OF THE FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN CONNECTION WITH ANY SUIT TO ENFORCE THE RIGHTS OF THE AGENT UNDER THIS ASSIGNMENT AND CONSENTS TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON JANESVILLE BY MAIL AT JANESVILLE'S ADDRESS SET FORTH IN THE CREDIT AGREEMENT. JANESVILLE IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THIS SECTION 21 AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 22. Waiver of Jury Trial. JANESVILLE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE AGENT OR ANY LENDER RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THE LOANS AND THE LOAN DOCUMENTS, AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, JANESVILLE HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. JANESVILLE (a) CERTIFIES THAT NO REPRESENTATIVE OR ATTORNEY OF THE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (b) ACKNOWLEDGES THAT THE AGENT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BECAUSE OF, AMONG OTHER THINGS, JANESVILLE'S WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

Section 23. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Assignment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as an instrument under seal as of the date first written above.

JANESVILLE, LLC

By: 
Name: Derek Flanagan
Title: Treasurer

SANTANDER BANK, N.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

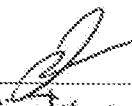
[Signature Page to Collateral Assignment of Patents and Trademarks]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as an instrument under seal as of the date first written above.

JANESVILLE, LLC

By: _____
Name:
Title:

SANTANDER BANK, N.A.

By:  _____
Name: John P. Wozzo
Title: Vice President

By:  _____
Name: Jeffrey G. Millman
Title: Regional Credit Manager

Schedule I

Patents

U.S. and Non-U.S. Patents and Patent Applications:

Status	Country	Title	Filing Date	Patent No./Serial No.	Issue Date	Record Owner
New	US	Glovebox		(Not Available)		Janesville, LLC
Pending	US	System for Defrosting and Shedding Moisture from Underside of Vehicle	3/22/2018	62/646,593		Janesville, LLC
Pending	US	Thermally Protected Fiber Based Products	9/11/2018	62/729,586		Janesville, LLC
Pending	US	Vacuum Diverter Assembly	1/8/2018	62/614,922		Janesville, LLC
Issued	US	SOUND ATTENUATING DEVICE USING AN EMBEDDED LAYER FOR ACOUSTICAL TUNING	3/15/2013	8,590,669 (Patent No.)	11/26/2013	Janesville, LLC
Issued	US	SOUND ATTENUATING DEVICE USING AN EMBEDDED LAYER FOR ACOUSTICAL TUNING	1/13/2012	8,418,806 (Patent No.)	4/16/2013	Janesville, LLC
Pending	PCT	Vacuum Diverter Assembly	1/8/2019	PCT/US2019/012668 (Serial No.)		Janesville, LLC
Pending	US	Vacuum Diverter Assembly	1/8/2019	16/242,496 (Serial No.)		Janesville, LLC

{S2460503; 2}

Trademarks

U.S. Federal Trademark Registrations and Applications:

Status	Country	Mark	Registration No. / Serial No.	Filing Date	Reg. Date	Record Owner
Registered	US	AEROTEX	4,664,751	12/12/2013	12/30/2014	Janesville, LLC
Registered	US	DURATEX	4,629,970	2/3/2014	10/28/2014	Janesville, LLC
Registered	US	MARABOND	1,048,153	1/2/1975	9/14/1976	Janesville, LLC
Registered	US	MARATEX	1,041,359	1/2/1975	6/15/1976	Janesville, LLC
Registered	US	POLYTEX	4,345,315	4/10/2012	6/4/2013	Janesville, LLC
Registered	US	PROFILE	1,492,289	4/7/1987	6/14/1988	Janesville, LLC
Registered	US	SYNTEX	2,536,226	1/10/2001	2/5/2002	Janesville, LLC
Registered	US	SYNTEX PLUS	2,536,227	1/10/2001	2/5/2002	Janesville, LLC

U.S. State Trademark Registrations and Applications:

None.

Non-U.S. Trademark Registrations and Applications:

Status	Country	Mark	Registration No. / Serial No.	Filing Date	Reg. Date	Record Owner
Pending	Mexico	AEROTEX	(Not available)			Janesville, LLC
Pending	Mexico	KAPPATEX	2121193	10/24/2018		Janesville, LLC
Registered	Mexico	POLYTEX	1845998	10/19/2017	2/15/2018	Janesville, LLC

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