

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM538954

<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>
JAC HOLDING CORPORATION		08/29/2019	Corporation: DELAWARE
JAC PRODUCTS, INC.		08/29/2019	Corporation: MICHIGAN
JAC FINANCE CORP.		08/29/2019	Corporation: DELAWARE
FRANKLIN ALUMINUM COMPANY, INC.		08/29/2019	Corporation: DELAWARE
JAC HOLDING ENTERPRISES, INC.		08/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK		
<b>Street Address:</b>	10 South Dearborn		
<b>Internal Address:</b>	Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4152503	JAC-RACK	
<b>Registration Number:</b>	2673831	JAC PRODUCTS	
<b>Registration Number:</b>	2342829	JAC PRODUCTS	
<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>	3132233461		
<b>Email:</b>	nlevine@dickinsonwright.com		
<b>Correspondent Name:</b>	Daniel Burkhart, Dickinson Wright PLLC		
<b>Address Line 1:</b>	500 Woodward Avenue		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226		

CH \$90.00 4152503

<b>ATTORNEY DOCKET NUMBER:</b>	000007-07776
<b>NAME OF SUBMITTER:</b>	Daniel Burkhart
<b>SIGNATURE:</b>	/Daniel Burkhart/
<b>DATE SIGNED:</b>	08/30/2019

**Total Attachments: 9**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of August 29, 2019 by JAC HOLDING CORPORATION, a Delaware corporation ("Borrower"), JAC PRODUCTS, INC., a Michigan corporation ("JAC Products"), JAC FINANCE CORP., a Delaware corporation ("JAC Finance"), FRANKLIN ALUMINUM COMPANY, INC., a Delaware corporation ("Franklin Aluminum"), JAC HOLDING ENTERPRISES, INC., a Delaware corporation ("Holdings"), and any additional entities that become parties to this Agreement as grantors (such additional entities, together with Borrower, JAC Products, JAC Finance, Franklin Aluminum, and Holdings, collectively the "Grantors" and each individually a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (as defined below) (in such capacity, the "Administrative Agent").

### Recitals

A. The Grantors, the Loan Parties (as defined therein) party thereto, the lenders party thereto (collectively the "Lenders" and each a "Lender"), and the Administrative Agent are entering into a Credit Agreement dated as the date hereof (as amended, restated, supplemented, or modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor 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 prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations (as defined in the Credit Agreement), a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached 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 attached hereto, together with all goodwill associated therewith;

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

Notwithstanding anything to the foregoing, the Trademark Collateral and Patent Collateral shall not include Excluded Property (as defined in the Credit Agreement).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Each Grantor acknowledges 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 the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks. The parties to this Agreement, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement or any of the transactions contemplated by this Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. No party hereto shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by such party.

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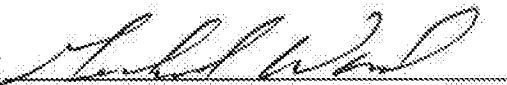
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:


JAC HOLDING CORPORATION

By:   
Name: Mike Wood  
Title: Chief Executive Officer


JAC PRODUCTS, INC.

By:   
Name: Mike Wood  
Title: Chief Executive Officer

JAC FINANCE CORP.

By:   
Name: Mike Wood  
Title: Chief Executive Officer

FRANKLIN ALUMINUM COMPANY, INC.

By:   
Name: MIKE WOOD  
Title: CHIEF EXECUTIVE OFFICER

JAC HOLDING ENTERPRISES, INC.

By:   
Name: Mike Wood  
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Jennifer Folsom  
Name: Jennifer A. Folsom  
Title: Authorized Officer

*Signature Page to Patent and Trademark Security Agreement (JAC Products)*

**TRADEMARK**  
**REEL: 006733 FRAME: 0972**

**SCHEDULE 1**

**Trademark Applications, Trademarks, and Trademark Licenses**

**TRADEMARKS APPLICATIONS**

None.

**TRADEMARKS**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
JAC-RACK	4152503	06/05/12
JAC PRODUCTS and Design	2673831	01/14/03
JAC PRODUCTS	234829	04/18/00

**TRADEMARK LICENSES**

None.



## **SCHEDULE 2**

### **Patent Applications, Patents, and Patent Licenses**

#### **PATENT APPLICATIONS**

<b>Title</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Step Rail With Applique and Method of Making Same	15/699,386	9/8/2017
Vehicle Article Carrier	15/862288	1/4/2018
Vehicle Accessory Component Having Co-Formed Light Pipe	16/163,134	10/17/2018
Vehicle Article Carrier Cross Bar Having Integrated Electronic Component	16/175,462	10/30/2018
Vehicle Article Carrier Having Load Bearing Cross Bars With Integrated Lighting	16/182,193	11/6/2018
Step Rail System For A Vehicle	16/209,199	12/4/2018
Step Rail System For A Vehicle	16,262,551	1/30/2019
Step Rail With Applique and Method of Making Same	16/297,201	3/9/2019
Vehicle Article Carrier With Lockable End Support	16/412761	5/15/2019

#### **PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Vehicle Article Carrier	5826766	10/27/1998
Vehicle Article Carrier	5947355	9/7/1999
Vehicle Article Carrier And Clamping Cross Bar Therefor	6105841	8/22/2000
Multi-Position, Articulating Vehicle Article Carrier Apparatus And Method	6338427	1/15/2002
Sustainer For A Vehicle Roof Rail	6350095	2/26/2002
Vehicle Article Carrier And Bicycle Rack	6398091	6/4/2002
Vehicle Article Carrier For Supporting Articles Adjacent A Liftgate Of A Vehicle	6516984	2/11/2003
Vehicle Article Carrier For Supporting Articles Adjacent A Liftgate Of A Vehicle	6715652	4/6/2004
Article Carrier Having Single Sided Releasable Cross Bar	6779696	8/24/2004
Vehicle Article Carrier Having A Simplified Locking Mechanism	6796471	9/28/2004
Vehicle Article Carrier And Bracket Assembly	6959844	11/1/2005
Vehicle Article Carrier Having Stowable Cross Bars	6959845	11/1/2005

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Single Sided Releaseable Article Carrier Using Leaf Spring	7044345	5/16/2006
Vehicle Article Carrier Having Stowable Cross Bars	7066364	6/27/2006
Vehicle Article Carrier Having Stowable Cross Bars	7090103	8/15/2006
Locking Mechanism For Cross Bar Of A Vehicle Article Carrier	7198184	4/3/2007
Vehicle Article Carrier Having Stowable Cross Bars	7448523	11/11/2008
Vehicle Article Carrier Apparatus Having Single Sided Release And Method Therefor	7802707	9/28/2010
Vehicle Article Carrier Having Single Side Release Mechanism	7806306	10/5/2010
Tie-Down Cleat And Method For A Vehicle Article Carrier	7815405	10/19/2010
Support Frame Rail for Supporting a Photovoltaic Panel on a Surface	D627717	11/23/2010
Vehicle Article Carrier Having Cooperative Tie-down And Load Bar Assemblies	7878743	2/1/2011
Single Side Release Vehicle Article Carrier System And Method	7926685	4/19/2011
Vehicle Article Carrier Having Single Sided Release Cross Bar	8016171	9/13/2011
Bed Divider Apparatus And Method For Use In A Pickup Truck Bed	8016528	9/13/2011
Vehicle Article Carrier Having Swing In Place Cross Bars	8028875	10/4/2011
System And Method For Vehicle Article Carrier Having Stowable Cross Bars	8096454	1/17/2012
System And Method For Vehicle Article Carrier Having Stowable Cross Bars	8235264	8/7/2012
Vehicle Article Carrier Having Single Sided Releaseable And Stowable Cross Bars	8251267	8/28/2012
Vehicle Article Carrier Having Releaseable And Stowable Cross Bars	8276794	10/2/2012
System And Method For Vehicle Article Carrier Having Stowable Cross Bars	8348111	1/8/2013
Vehicle Article Carrier	8393507	3/12/2013
System And Method For Vehicle Article Carrier Having Stowable Cross Bars	8528799	9/10/2013
Support Rail For A Vehicle Article Carrier Having Blow Molded Decorative Rail Structure	8627989	1/14/2014
Single Piece End Support For A Vehicle Article Carrier And Method Of Making Same	8747722	6/10/2014
Stamped Roof Rail For Vehicle Article Carrier And Method Of Making Same	8789732	7/29/2014

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Device For Mounting Attachment Externally Supporting Against Body Outer Panel Of Vehicle Body On Body Structure	8814014	8/26/2014
Illuminated Vehicle Article Carrier	8985414	3/24/2015
Vehicle Article Systems and Methods	9150160	10/6/2015
Vehicle Tailgate With Built In Stowage Compartment	9308947	4/12/2016
Cargo Management System For Use With Motor Vehicles	9381865	7/5/2016
Roof Rack System For A Pickup Truck	D765577	9/6/2016
Vehicle Article Carrier With Integrated Camera And Solar Powered Lighting	9527435	12/27/2016
Telescopically Step Assist System And Method	9539948	1/10/2017
Ditch Rail Stowable Article Carrier System And Method	9616819	4/11/2017
Vehicle Article Carrier System Having Cross Bar End Supports With Anti-Loosening Mechanism	9643542	5/9/2017
Combination Step Rail Assembly For Use As A Step Platform Or A Ramp On A Vehicle	9855877	1/2/2018
Motor Vehicle Accessory Component Having Modular Light Assembly	9975470	5/22/2018
Vehicle Article Carrier With Integrated Camera And Solar Powered Lighting	10000160	6/19/2018
System And Method For Vehicle Article Carrier Having Stowable Cross Bars	10059274	8/28/2018
Pickup Truck Roof Rack System	10071692	9/11/2018
Vehicle Article Carrier System Having Stretch Rail With Stowable Cross Bars	10144335	12/4/2018
Vehicle Article Carrier System Having Stretch Rail With Stowable Cross Bars	10160393	12/25/2018
Adjustably Positionable Cargo Box And Load Restraining Bar System For Pickup Truck Bed	10166930	1/1/2019
Cargo Management System For Motor Vehicle	10196008	2/5/2019
Vehicle Article Carrier System Having Stretch Rail With Stowable Cross Bars	10252680	4/9/2019
Low Profile Vehicle Article Carrier Having Swing In Place Cross Bars	10279748	5/7/2019

#### PATENT LICENSES

None.

DETROIT 7-7776 1507895v5