

## 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: \_\_\_\_\_

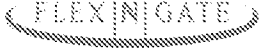



Acknowledged:

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<br>               | 1491839                       | Flex-N-Gate Advanced Product Development, LLC |             | 8/14/19              |                                          |                                       |
| World Intellectual Property Organization | FLEX N GATE and Design<br> | 1491236                       | Flex-N-Gate Advanced Product Development, LLC |             | 8/14/19              |                                          |                                       |
| World Intellectual Property Organization | FLEX-N-GATE<br>            | 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/<br>APPLICANT                                       | DATE<br>PATENT<br>ISSUED | TITLE OF<br>INVENTION                       |
|---------------|-----------------------------------|--------------------|-----------------------------------------------------------|--------------------------|---------------------------------------------|
| United States | US20190249834A1                   | US16272191A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Reflective ink<br>lighting<br>assembly      |
| United States | US20190178464A1                   | US16177995A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Backlit 3D<br>lamp                          |
| United States | US20190168663A1                   | US16170662A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Integrated<br>Display Light<br>Assembly     |
| United States | US20190101259A1                   | US16142628A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Reflector<br>lamp                           |
| United States | US20180354080A1                   | US16107350A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Method of<br>manufacturing<br>a welded tube |
| United States | US20180355646A1                   | US16002667A        | Flex-N-Gate<br>Advanced<br>Product<br>Development,<br>LLC | Pending                  | Vehicle hood<br>hinge                       |
| United States | US10443806B2<br>(US20180180244A1) | US15851880A        | Flex-N-Gate<br>Advanced<br>Product                        | 10/15/2019               | Homogenous<br>LED vehicle<br>lamp           |

| COUNTRY       | PATENT NUMBER                     | APPLICATION NUMBER | OWNER/ APPLICANT                              | DATE PATENT ISSUED | TITLE OF INVENTION                                                                                        |
|---------------|-----------------------------------|--------------------|-----------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------|
|               |                                   |                    | Development, LLC                              |                    |                                                                                                           |
| United States | US10208916B2<br>(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<br>(US20170343166A1) | US15621478A        | Flex-N-Gate Advanced Product Development, LLC | 10/15/2019         | Optical light pipe with uniform lit intensity                                                             |
| United States | US10184280B2<br>(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<br>(US20170106741A1)  | US15295307A        | Flex-N-Gate Advanced Product Development, LLC | 05/01/2018         | Active grille shutter                                                                                                         |
| United States | US10081081B2<br>(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<br>(US20170297520A1)  | US15098250A        | Flex-N-Gate Advanced Product Development, LLC | 04/03/2018         | Vehicle bumper assembly                                                                                                       |
| United States | US10094549B2<br>(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     |