

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535729

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Omnibus Assignment of Intellectual Property Security Agreements	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		06/14/2018	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	0571005		
Registration Number:	1231635	A	
Registration Number:	4664751	AEROTEX	
Registration Number:	0408273	ARTAB	
Registration Number:	2354626	CAM RUNNER	
Registration Number:	2353870	CHURCHILL	
Registration Number:	3668069	COOLBALANCE	
Registration Number:	0536376	COTTON-FLEX	
Registration Number:	4023610	DIALUX	
Registration Number:	2808159	DYNAFLEX	
Registration Number:	0613728	ENDURION	
Registration Number:	4100987	EZ-FLEX	
Registration Number:	0536377	FIBRE FLEX	
Registration Number:	4788584	JACKSONLEA	
Registration Number:	3717696	JASON FINISHING GROUP	
Registration Number:	2866457	LEAROK	
Registration Number:	0556217	LIQUABRADE	
Registration Number:	0973349	LOAD RUNNERS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1048153	MARABOND
Registration Number:	1041359	MARATEX
Registration Number:	1196113	NATORQ
Registration Number:	0127357	OSBORN
Registration Number:	0569356	OSBORN
Registration Number:	0745621	OSBORN
Registration Number:	0987058	OSBORN
Registration Number:	0987773	OSBORN
Registration Number:	0988709	OSBORN
Registration Number:	0991827	OSBORN
Registration Number:	0992346	OSBORN
Registration Number:	4345315	POLYTEX
Registration Number:	1414988	POWER TUBE
Registration Number:	1492289	PROFILE
Registration Number:	2401489	SEALEZE
Registration Number:	3971577	SNOWPROTEC
Registration Number:	1793403	SOFTOOL
Registration Number:	1039967	STRAT-O-SHEEN
Registration Number:	2536226	SYNTEX
Registration Number:	2536227	SYNTEX PLUS
Registration Number:	3346661	THERM-L-BRUSH
Registration Number:	1570671	ULTRA-GRIT
Registration Number:	2205307	ULTRA-TECH
Registration Number:	1412046	UNI-LOK
Registration Number:	4051773	XTRASEAL
Registration Number:	4055003	XTRASEAL HT
Registration Number:	2697697	MILSCO
Registration Number:	4629970	DURATEX

CORRESPONDENCE DATA

Fax Number: 4142974900

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.

Phone: 4142712400

Email: IPDocketing@foley.com, shaines@foley.com

Correspondent Name: Julie A. McGinnis

Address Line 1: 777 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202-5306

NAME OF SUBMITTER: Julie A. McGinnis

SIGNATURE:	/Julie A. McGinnis/
DATE SIGNED:	08/07/2019
Total Attachments: 12 source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page1.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page2.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page3.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page4.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page5.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page6.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page7.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page8.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page9.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page10.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page11.tif source=Omnibus Assignment of Intellectual Property Security Agreements (Second Lien) (June 2018)#page12.tif	

**OMNIBUS ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Assignment**”) dated June 14, 2018, is made by Deutsche Bank AG New York Branch, as withdrawing administrative agent (in such capacity, the “**Former Administrative Agent**”), The Bank of New York Mellon, as new administrative agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “**Successor Administrative Agent**”), Jason Incorporated, a Wisconsin corporation (the “**Borrower**”), Metalex Corporation, an Illinois corporation (“**Metalex**”, and together with Jason, the “**Grantors**”), as successor by merger of Morton Manufacturing Company, an Illinois corporation, with and into Metalex with Metalex surviving the merger.

WHEREAS, the Borrower, the guarantors from time to time party thereto (the “**Guarantors**”), the various lenders from time to time party thereto (the “**Lenders**”), the Former Administrative Agent and the other parties thereto are party to that certain Second Lien Credit Agreement, dated as of June 30, 2014 (as amended, restated, supplemented and/or otherwise modified to date hereof, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Borrower, the Guarantors and the Former Administrative Agent entered into that certain Second Lien Security Agreement, dated as of June 30, 2014 (as amended, restated, supplemented and/or otherwise modified to date hereof, the “**Security Agreement**”);

WHEREAS, the Former Administrative Agent, the Successor Administrative Agent and the Borrower and the Guarantors entered into a resignation and assignment agreement, dated as of April 9, 2018 (the “**Resignation and Assignment Agreement**”);

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Swap Agreements by Lenders or Affiliates of Lenders from time to time, each Grantor has executed and delivered or is otherwise a party to that certain (i) Patent Security Agreement, dated as of March 14, 2016 which the Former Administrative Agent represents was recorded at the United States Patent and Trademark Office (“**USPTO**”) at reel 039177 frame 0332; and (ii) Trademark Security Agreement, dated as of March 14, 2016, which the Former Administrative Agent represents was recorded at the USPTO at reel 005835 frame 0889 (each of the foregoing two agreements, as amended, amended and restated, supplemented or otherwise modified from time to time, an “**IP Security Agreements**”).

WHEREAS, pursuant to the IP Security Agreements, the Former Administrative Agent, as the prior administrative agent, was granted or otherwise acquired a security interest in each Grantor's right, title and interest in, to and under the Patent Collateral and Trademark Collateral (as defined in each of the IP Security Agreements) (such Collateral under the IP Security Agreements, collectively, the “**IP Collateral**”), including the IP Collateral set forth on **Schedules A and B** attached hereto, (collectively, the “**Security Interest**”); and

WHEREAS, consistent with the Resignation and Assignment Agreement, the Successor Administrative Agent is desirous of acquiring, and the Former Administrative Agent is desirous of assigning, all of the Former Administrative Agent's right, title and interest in, to and under the IP Security Agreements, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Former Administrative Agent, the Successor Administrative Agent and the Grantors hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. The Former Administrative Agent hereby assigns, transfers and conveys (without recourse, representation or warranty of any kind) to the Successor Administrative Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the IP Security Agreements and the IP Collateral, including, without limitation, the Security Interest, effective as of the date hereof. The Successor Administrative Agent hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the Successor Administrative Agent as the new administrative agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Successor Administrative Agent with respect to the security interest in the IP Collateral made and granted by the IP Security Agreements are more fully set forth in the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time as of and after the date hereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

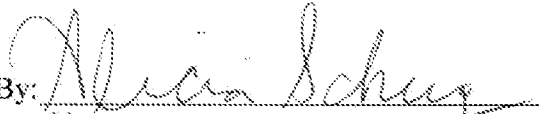
Section 4 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

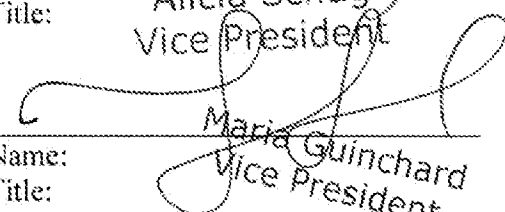
Section 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DEUTSCHE BANK AG NEW YORK
BRANCH, as Existing Administrative Agent**

By: 
Name: Alicia Schug
Title: Vice President

By: 
Name: Maria Guinchard
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON,
not in its individual capacity, but solely as
Successor Administrative Agent

By: 

Name:

Title:

LATOYA S. ELVIN

VICE PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

JASON INCORPORATED,
a Wisconsin corporation

By: 
Name: John Hengel
Title: Assistant Secretary

METALEX CORPORATION,
an Illinois corporation

By: 
Name: John Hengel
Title: Assistant Secretary

Schedule A
PATENT SCHEDULE

[See attached]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS¹

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Janesville Acoustics [^]	Sound attenuating device using an embedded layer for acoustical tuning	US	Issued	8590669	11/26/2013
Janesville Acoustics [^]	Sound attenuating device using an embedded layer for acoustical tuning	US	Issued	8418806	4/16/2013
Jason Incorporated	Buffing Tools and Methods of Making	US	Issued	7160183	1/9/2007
Jason Incorporated	Honing Tool and Method of Making	US	Issued	5897431	4/27/1999
Milsco Manufacturing Company [^]	Adjustable vehicle seat	US	Issued	5876085	3/2/1999
Milsco Manufacturing Company [^]	Adjustable vehicle seat suspension	US	Issued	8469450	6/25/2013
Milsco Manufacturing Company [^] ; Janesville Acoustics [^]	Composite Fiber Saddlebag, Saddle Bag Liner, and Method	US	Pending	14/562348	12/5/2014
Milsco Manufacturing Company [^]	Ergonomically Adjustable Motorcycle Seat Assembly	US	Pending	14/991908	1/8/2016
Milsco Manufacturing Company [^]	Folding seat	US	Issued	7472959	1/6/2009
Milsco Manufacturing Company [^]	Full seat adjustable suspension	US	Issued	6186467	2/13/2001
Milsco Manufacturing Company [^]	Low profile seat position adjustment system	US	Issued	9216673	12/22/2015
Milsco Manufacturing Company [^]	Motorcycle seat with adjustable backrest	US	Issued	6007150	12/28/1999
Milsco Manufacturing Company [^]	Seat mount with integrated adjustment	US	Issued	8196887	6/12/2012

¹ The record owners marked with “^” are units or divisions of Jason Incorporated.

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Milsco Manufacturing Company^	Seat shell with integrally formed latch handle holder and fore-aft position adjustment assembly	US	Issued	8632043	1/21/2014
Milsco Manufacturing Company^	Seat suspension	US	Issued	7837273	11/23/2010
Milsco Manufacturing Company^	Seat with adjustable seat occupant support assembly and integrally formed seat shell therefor	US	Issued	8052213	11/8/2011
Milsco Manufacturing Company^	Seat, suspension, bolster and shell	US	Issued	7523988	4/28/2009
Milsco Manufacturing Company^	Tractor seat safety system	US	Issued	6359245	3/19/2002
Milsco Manufacturing Company^	Vehicle seat (V6 300)	US	Issued	D663962	7/24/2012
Milsco Manufacturing Company^	Vehicle seat (V7 300)	US	Pending	29/499893	8/19/2014
Milsco Manufacturing Company^	Vehicle seat (XB 180)	US	Issued	D483191	12/9/2003
Milsco Manufacturing Company^	Vehicle seat (XB 210)	US	Issued	D502610	03/08/2005
Milsco Manufacturing Company^	Vehicle seat (XH 110)	US	Issued	D482882	12/2/2003
Milsco Manufacturing Company^	Vehicle seat (XH 130)	US	Issued	D482881	12/2/2003
Milsco Manufacturing Company^	Vehicle seat assembly	US	Issued	8096621	1/17/2012
Milsco Manufacturing Company^	Vehicle seat assembly system	US	Issued	7837260	11/23/2010
Milsco Manufacturing Company^	Vehicle seat suspension and method	US	Issued	7185867	3/6/2007
Milsco Manufacturing Company^	Vehicle seat (XK 150 full detail)	US	Issued	D536546	2/13/2007
Milsco Manufacturing Company^	Vehicle seat (XK 150 generic)	US	Issued	D536547	2/13/2007
Milsco Manufacturing Company^	Vehicle seat (XK 190 full detail)	US	Issued	D536887	2/20/2007

[Signature Page to Second Lien Patent Security Agreement]

Owner	Title	Country	Status	App/Patent No.	App/Patent Date
Milsco Manufacturing Company^	Vehicle seat (XK 190 generic)	US	Issued	D536187	2/6/2007
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	US	Issued	6913099	7/5/2005
Milsco Manufacturing Company^	Mounting configuration and method for a motorcycle seat	US	Issued	7093684	8/22/2006
Milsco Manufacturing Company ^	Seat suspension	U.S.	Issued	6935693	8/30/2005
Milsco Manufacturing Company^	Vehicle seat (CE 200)	U.S.	Issued	D482880	12/2/2003
Milsco Manufacturing Company ^	Vehicle seat (XA 500)	U.S.	Issued	D516327	3/7/2006
Milsco Manufacturing Company ^	Vehicle seat (XH 150)	U.S.	Issued	D516824	3/14/2006
Sealeze ^	Brush seal cover assembly	U.S.	Issued	9140363	9/22/2015
Sealeze ^	Brush seal with stress and deflection accommodating membrane	U.S.	Issued	8505923	8/13/2013
Sealeze ^	High temperature device shaft brush seal assembly, brush seal, and mounting arrangement	U.S.	Pending	13993816	6/13/2013
Sealeze ^	Quick change brush seal retaining arrangement	U.S.	Issued	9068655	6/30/2015
Sealeze ^	Railway track and switch weather protection barrier system	U.S.	Issued	8882050	11/11/2014

[Signature Page to Second Lien Patent Security Agreement]

TRADEMARK
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Schedule B
TRADEMARK SCHEDULE
US/International Trademarks

[See attached]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS⁴

Owner	Mark	Country	Status	App/reg. No.	App/reg. Date
Jason Incorporated	(Pentagon design)	US	Registered	0571005	2/24/1953
Jason Incorporated	A (STYLIZED)	US	Registered	1231635	3/22/1983
Jason Incorporated	AEROTEX	US	Registered	4664751	12/30/2014
Jason Incorporated	ARTAB in stylized letters	US	Registered	0408273	8/1/1944
Jason Incorporated	CAM RUNNER	US	Registered	2354626	6/6/2000
Jason Incorporated	CHURCHILL	US	Registered	2353870	5/30/2000
Jason Incorporated	COOLBALANCE	US	Registered	3668069	8/18/2009
Jason Incorporated	COTTON-FLEX	US	Registered	0536376	1/16/1951
Jason Incorporated	DIALUX	US	Registered	4023610	9/6/2011
Jason Incorporated	DYNAFLEX	US	Registered	2808159	1/27/2004
Jason Incorporated	ENDURION in stylized letters	US	Registered	0613728	10/11/1955
Jason Incorporated	EZ-FLEX	US	Registered	4100987	2/21/2012
Jason Incorporated	FIBRE FLEX	US	Registered	0536377	1/16/1951
Jason Incorporated	JACKSONLEA	US	Registered	4788584	8/11/2015
Jason Incorporated	JASON FINISHING GROUP	US	Registered	3717696	12/1/2009
Jason Incorporated	LEAROK	US	Registered	2866457	7/27/2004
Jason Incorporated	LIQUABRADE	US	Registered	0556217	3/18/1952
Jason Incorporated	LOAD RUNNERS	US	Registered	0973349	11/20/1973
Jason Incorporated	MARABOND	US	Registered	1048153	9/14/1976
Jason Incorporated	MARATEX	US	Registered	1041359	6/15/1976
Jason Incorporated	NATORQ	US	Registered	1196113	5/25/1982

⁴ The record owners marked with “*” are units or divisions of Jason Incorporated.

Owner	Mark	Country	Status	App/reg. No.	App/reg. Date
Jason Incorporated	OSBORN in Pentagon	US	Registered	0127357	11/11/1919
Jason Incorporated	OSBORN in Pentagon	US	Registered	0569356	1/20/1953
Jason Incorporated	OSBORN in Pentagon	US	Registered	0745621	2/26/1963
Jason Incorporated	OSBORN in Pentagon	US	Registered	0987058	6/25/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0987773	7/9/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0988709	7/23/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0991827	8/27/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0992346	9/3/1974
Jason Incorporated	POLYTEX	US	Registered	4345315	6/04/2013
Jason Incorporated	POWER TUBE	US	Registered	1414988	10/28/1986
Jason Incorporated	PROFILE	US	Registered	1492289	6/14/1988
Jason Incorporated	SEALEZE	US	Registered	2401489	11/7/2000
Jason Incorporated	SNOWPROTEC	US	Registered	3971577	5/31/2011
Jason Incorporated	SOFTOOL and Design	US	Registered	1793403	9/21/1993
Jason Incorporated	STRAT-O-SHEEN	US	Registered	1039967	5/25/1976
Jason Incorporated	SYNTEX	US	Registered	2536226	2/5/2002
Jason Incorporated	SYNTEX PLUS	US	Registered	2536227	2/5/2002
Jason Incorporated	THERM-L-BRUSH	US	Registered	3346661	12/4/2007
Jason Incorporated	ULTRA-GRIT	US	Registered	1570671	12/12/1989
Jason Incorporated	ULTRA-TECH	US	Registered	2205307	11/24/1998
Jason Incorporated	UNI-LOK	US	Registered	1412046	10/7/1986
Jason Incorporated	XTRASEAL	US	Registered	4051773	11/8/2011
Jason Incorporated	XTRASEAL HT	US	Registered	4055003	11/15/2011
Milscoc	MILSCO logo	US	Registered	2697697	3/18/2003

TRADEMARK

RECORDED: 08/07/2019

REEL: 006715 FRAME: 0334