

06-30-2000



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5-25-00

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

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Address (line 3)

City State/Country Zip Code

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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06/12/2000 ASCOTT 00000085 6023888

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1060.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010871 FRAME: 0687

Correspondent Name and Address

Area Code and Telephone
Number

(212) 848-4000

Name Alexander M. Kim, Esq.

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

6023888

5527215

5361542

5343609

5416961

4413033

4515845

4438609

5009947

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

42

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 1060.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0324

Authorization to charge additional fees:

Yes ☒No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim, Esq.

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

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OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

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Month Day Year

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Execution Date
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Name (line 2)

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Patent Number(s)

5054162	4399337	4328273
4407219	4481736	4457109
4314872	4535564	4517233
4628639	4676025	4656785
4715153	4760622	4686918

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Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5820115

5848782

5855259

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 31, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of DLJ Capital Funding, Inc., as security agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Automotive Sealing Systems Limited, has entered into a Facilities Agreement dated as of January 28, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), DLJ Capital Funding, Inc., as Security Agent, and the Lender Parties party thereto. Terms defined in the Facilities Agreement and not otherwise defined herein are used herein as defined in the Facilities Agreement.

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated March 31, 2000 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the United States, patents and patent applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit E to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) the United States trademark and service mark registrations and applications forth in Schedule II hereto (as such Schedule II may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Trademarks");
- (iii) the United States copyright registrations and applications set forth in Schedule III hereto (as such Schedule III may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Senior Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner or Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

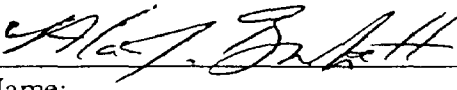
Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

SCHLEGEL CORPORATION

By: 
Name:
Title:

BTR ANTIVIBRATION SYSTEMS, INC.

By: 
Name:
Title:

Schedule I to IP Security Agreement

Schlegel Corporation

Patent No.	Issued	Title
6023888	02/15/00	Door and window channel seal.
5527215	06/18/96	Foam buffing pad having a finishing surface with a splash reducing configuration.
5361542	11/08/94	Deflatable seal.
5343609	09/06/34	Method for assembling a flush glass window seal.
5416961	05/23/95	Knitted wire carrier having bonded warp threads and method for forming same.
4413033	11/01/83	Wire carrier and edge protector trim strip formed therefrom.
4515845	05/07/85	Pile damper mechanism.
4438609	03/27/84	Urethane bonded windshield dam.
5009947	04/23/91	Elastomeric strip and method of manufacture.
5054162	10/08/91	Constant force compensation for power spring weight balance.
4399337	08/16/83	Transmission selector rod seal
4328273	05/04/82	Seal having resilient core and outer cover.
4407219	10/04/83	Pile brush for conditioning a moving surface.
4481736	11/13/84	Seal means for sealing a panel movable through and from a slot.
4457109	07/03/84	Flush glass window assembly for automotive vehicle.
4314872	02/09/82	Apparatus for equipping profiles formed of elastic masses with velour bands.
4535564	08/20/85	Weather strip mountable in a slot.
4517233	05/14/85	Two-wire carrier edge protector trim strip
4628639	12/16/86	Window frame weather seal for a motor vehicle.
4676025	06/30/87	Remotely activatable seal.
4656785	04/14/87	Weather seal.
4715153	12/29/87	Panel mounting building wall construction.
4760622	08/02/88	Compound winding apparatus and counterbalance systems.
4686918	08/18/87	Method and apparatus for making tufted buffing pads of varied density.
4818014	04/04/89	Mounting arrangement for sealing strips.
4361922	12/07/82	Cleaning brush for electrostatic copiers, printers and the like.
4555171	11/26/85	Conductive charge/discharge device.
5437124	08/01/95	Rigid backbone enhancement for extruded profiles.
5262114	11/16/93	Method of making an injection molded glass guidance component.
5143666	09/01/92	Method for manufacturing an improved elastomeric strip.
4914780	04/10/90	Compound counterbalance and winding systems with zero torque spirals.
4624093	11/25/86	Single-wire carrier edge protector trim strip.
4358497	11/09/82	Pile weather strip having a diamond-shaped barrier fin and method of manufacture.
4352845	10/05/82	Pile weather strip with barrier fibers and body fibers.

BTR Antivibration Systems, Inc.

Patent No.	Issued	Title
5565251	10/15/96	Stabilizer bar bushing with ultra high molecular weight polyethylene lining and method of manufacture.

5702094	12/30/97	Fluid damped bushing with encapsulated window metal.
5743987	04/28/98	Stabilizer bar bushing with ultra high molecular weight polyethylene lining and method of manufacture.
5782462	07/21/98	Hydraulically damped powder train mount.
5816566	10/06/98	Viscous fluid mount.
5820115	10/13/98	Film slipper bushing assembly.
5848782	12/15/98	Prepackaged fluid-damping article for elastomeric mounts and methods of formation and installation.
5855259	01/05/99	Viscous fluid mount.