

05-16-2001

U.S. Department of Commerce  
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101719917

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**Address (line 2)**

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City

State/Country

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**Domestic Representative Name and Address**

**Enter for the first Receiving Party only.**

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

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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

## Correspondent Name and Address

Area Code and Telephone Number 212-833-3107

Name Michael Desilva

Address (line 1) WEIL, GOTSHAL &amp; MANGES, LLP

Address (line 2) 767 Fifth Avenue

Address (line 3) New York, New York 10153

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)

60/080,173

09/243,941

09/281,155

09/390,594

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 US00/24399

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved. # 5

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 200

## Method of Payment:

Deposit Account

Enclosed

Deposit Account X

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

Deposit Account Number:

# 23-0800

Authorization to charge additional fees:

Yes X

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.

Dawn Harrington

Name of Person Signing

Signature

May 1, 2001

Date

## PATENT SECURITY AGREEMENT

**PATENT SECURITY AGREEMENT**, dated as of April 25, 2001, by Key Plastics L.L.C., a Michigan limited liability company (the "*Borrower*"), and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April [23], 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, KAC Acquisition Company, the Lenders and Issuers party thereto, CUSA, as administrative agent for the Lenders and Issuers, and Heller Financial, Inc., as syndication agent for the Lenders and Issuers (the "*Syndication Agent*"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are each party to a Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Syndication Agent to enter into the Credit Agreement, and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

**Grant of Security Interest in Patent Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

Very truly yours,

KEY PLASTICS L.L.C.

By: 

Name:

Title:

ACCEPTED AND AGREED:

CITICORP USA, INC., as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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

Very truly yours,

KEY PLASTICS L.L.C.

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED:

CITICORP USA, INC., as Administrative Agent

By: \_\_\_\_\_

Name: *Thomas M. Halsey*

Title: *Vice President*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 011793 FRAME: 0214

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) SS.  
COUNTY OF New York )

On this 26<sup>th</sup> day of April 2001 before me personally appeared Sam Karamian, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Key Plastics, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lois M. Lazzarino  
Notary Public

LOIS M. LAZZARINO  
Notary Public, State of New York  
No. 01LA4756058  
Qualified in New York County  
Commission Expires 01/31/2003

**Schedule I  
to Patent Security Agreement**

Patent No. or Application No.	Intellectual Property
65313-0001	U.S. Provisional Patent Application entitle RESERVOIR FOR POWER STEERING SYSTEM
65313-0002	U.S. Provision Patent Application entitled BUTTON ASSEMBLY FOR CONTROL PANELS AND METHOD OF MAKING BUTTONS – 60/080,173
65313-0008	U.S. Patent Application entitled RESERVOIR FOR POWER STEERING SYSTEM – 09/243,941
65313-0010	U.S. Patent Application entitled CONTROL PANEL ASSEMBLY AND METHOD OF MAKING SAME – 09/281,155
65313-0014	U.S. Patent Application entitled INSTRUMENT CLUSTER LENS ASSEMBLY AND METHOD OF MAKING SAME – 09/390,594
65313-0015	PCT Request – International Application Processed According to the Patent Cooperation Treaty – PCT/US00/24399