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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HAYES LEMMERZ INTERNATIONAL - CMI, INC.
(Michigan Corporation)Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017Additional name(s) & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: July 2, 2001

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,992,500

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: _____

1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*Robyn Greenberg, Esq.
Name of Person Signing

Signature

Date

10/15/01

Total number of pages comprising cover sheet: 41

10/17/2001 GT0N11 00000198 5992500

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

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PATENT
REEL: 012232 FRAME: 0924

FOURTH AMENDED AND RESTATED
COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

FOURTH AMENDED AND RESTATED COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2001, made by each of the signatories hereto (the "Grantors"), in favor of Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of February 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hayes Lemmerz International, Inc., a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, Credit Suisse First Boston, as Syndication Agent and Co-Lead Arranger, Merrill Lynch Capital Corporation, as Co-Documentation Agent, and Dresdner Bank AG, as Co-Documentation Agent and European Swing Line Administrator, and the other Secured Parties hereto (as defined below).

W I T N E S S E T H:

WHEREAS, the Borrower, certain of the Lenders and the Administrative Agent are parties to the Consent and Amendment No. 5 dated as of June 15, 2001 (the "Amendment"), under the Credit Agreement;

WHEREAS, Section 2(b) of the Amendment contemplates that the Borrower may enter into an agreement to establish a new term loan facility under the Agreement having a "B term loan tranche" structure consistent with the terms and conditions specified in the Amendment and that such facility shall be established pursuant to an agreement to be entered into among the Borrower, the Administrative Agent and the B Term Lenders;

WHEREAS, as contemplated by the Amendment, the Borrower has requested that the B Term Lenders make, and the B Term Lenders are willing to make, the B Term Loans;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each such Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the B Term Loans that each Loan Document executed and delivered by each Loan Party prior to the B Term Closing Date, in each case with such amendments (other than amendments to be made as part of the Post-Closing Actions) as may be reasonably requested by either Arranger (including such amendments (the “Collateral Amendments”) as may be necessary or desirable to confer or confirm the benefits of such Loan Document to the B Term Lenders), each executed and delivered by a duly authorized officer of each party thereto, with a counterpart or conformed copy for each B Term Lender and (in the case of such amendments) each other Lender, including this Agreement.

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

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein are so used as so defined; and the following terms shall have the following meanings:

“Agreement”: this Fourth Amended and Restated Copyright, Patent and Trademark Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Borrower Obligations”: the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and the guarantee obligations of the Borrower pursuant to Section 2.11 of the Credit Agreement to the Administrative Agent or any Lender (or, in the case of any Hedge Agreement referred to below, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit or any Hedge Agreement entered into by the Borrower with any Lender (or, in the case of any Hedge Agreement, any Affiliate of any Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Code”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Collateral”: as defined in Section 2 of this Agreement.

“Collateral Account”: any collateral account established by the Administrative Agent as provided in Section 7 of this Agreement.

“Contracts”: with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder.

“Copyrights”: (i) all United States copyrights, whether published or unpublished (including, without limitation, those listed in Schedule 1), all United States registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Guarantee”: the Third Amended and Restated Guarantee and Collateral Agreement, dated as of February 3, 1999, made by the Borrower and the other signatories thereto in favor of the Administrative Agent on behalf of the Secured Parties, as the same may be amended, supplemented or otherwise modified from time to time.

“Guarantor Obligations”: with respect to any Guarantor, the collective reference to (i) the Borrower Obligations and (ii) all obligations and liabilities of such Guarantor which may arise under or in connection with the Guarantee or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of the Guarantee or any other Loan Document).

“Guarantors”: the collective reference to each Grantor other than the Borrower.

“Hedge Agreements”: as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of

nominal interest obligations, either generally or under specific contingencies, including, without limitation, Interest Rate Protection Agreements and Permitted Hedging Arrangements with respect to currency exchange rates.

“Obligations”: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

“Patents”: (i) all letters patent of the United States and all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 1 hereto, and (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1.

“Patent License”: all agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

“Proceeds”: as defined in Section 9-306(1) of the Code.

“Secured Parties”: the collective reference to the Administrative Agent, the Lenders (including, without limitation, the Swing Line Lenders and the Issuing Lender) and any Affiliate of any Lender which has entered into a Hedge Agreement with the Borrower or any of its Subsidiaries.

“Trademarks”: (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) all renewals thereof.

“Trademark License”: any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(b) (i) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, those arising out of or in connection with the B Term Loans), each Grantor hereby grants to the Administrative Agent for the ratable benefit of the B Term Lenders and the other Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Copyrights;
- (ii) all Copyright Licenses;
- (iii) all Patents;
- (iv) all Patent Licenses;
- (v) all Trademarks;
- (vi) all Trademark Licenses; and

(vii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

3. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent on behalf of the Secured Parties that:

(a) Copyrights, Patents and Trademarks. (i) Schedule 1 hereto lists all material Copyrights, Patents and Trademarks owned by each Grantor in its own name on the date hereof.

(ii) Except as set forth in Schedule 1, to the best of such Grantor's knowledge, each Copyright, Patent and Trademark is on the date hereof valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in Schedule 1, none of the Copyrights, Patents or Trademarks is on the date hereof the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Copyright, Patent or Trademark in any respect that could reasonably be expected to have a Material Adverse Effect.

(v) No action or proceeding is pending on the date hereof (i) seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Copyright, Patent or Trademark, or the Grantor's ownership thereof.

(b) Guarantee. (i) Each one of the representations and warranties made by each Grantor in or pursuant to Section 4 of the Guarantee is restated in its entirety herein as if made herein and (ii) each one of such representations and warranties is true and correct in all material respects as it relates to such Grantor on and as of the date hereof, except for representations and warranties stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date.

4. Covenants. Each Grantor covenants and agrees with the Administrative Agent and Secured Parties that, from and after the date of this Agreement until the Grantor's Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated: (a) Such Grantor (either itself or through licensees) will (i) use each material Trademark on each and every trademark class of goods applicable to its then current line as reflected in its then current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated.

(b) Such Grantor will not do any act, or omit to do any act, whereby any material Patent may become abandoned or dedicated.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may become injected into the public domain.

(d) Such Grantor will notify the Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any material Patent or material Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in the United States) regarding such Grantor's ownership of any material Patent or material Trademark or its right to register the same or to keep and maintain the same.

(e) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to the Administrative Agent within 45 days after the last day of the fiscal quarter in which such filing occurs. Upon the request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in any Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright with the United States Copyright Office, such Grantor shall report such filing to the Administrative Agent within 45 days after the last day of the fiscal quarter in which such filing occurs. Upon the request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in any Copyright of such Grantor.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Copyright, Patent or Trademark is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Copyright, Patent or Trademark and (ii) if such Copyright, Patent or Trademark is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each

Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following at any time when any Event of Default shall have occurred and be continuing, and to the extent permitted by law:

(i) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any Collateral and to file any claim or to take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on the Collateral, other than Liens permitted under this Agreement or the other Loan Documents; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against any Grantor with respect to any of the Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) to assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the applicable Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Secured Parties' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing, the termination of the Commitments and the expiration, termination or return to the Issuing Lender of the Letters of Credit.

(b) Other Powers. Each Grantor also authorizes the Administrative Agent, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Administrative Agent or Secured Parties. The powers conferred on the Administrative Agent and the Secured Parties hereunder are solely to protect the Administrative Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6. Performance by Administrative Agent of Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement. The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due ABR Loans which are Tranche B Term Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall continue to be held as collateral security for the Obligations and shall not constitute payment thereof until applied as provided for herein. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower, the appropriate Guarantor or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have

terminated, shall be paid over to the Borrower, the appropriate Guarantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived or released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 8, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

9. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any other Secured Party, nor any of their respective directors, officers, employees or agents shall be liable for failure to

demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are powers coupled with an interest and are irrevocable until payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing, the termination of the Commitments and the expiration, termination or return to the Issuing Lender of the Letters of Credit.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Neither the Administrative Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Administrative Agent, provided that, if requested by the Grantors, any provision of this Agreement for the benefit of the Administrative Agent and/or the Secured Parties may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the Grantors may not assign, transfer or delegate any of their rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

15. Notices. All notices, requests and demands to or upon the parties hereto shall be made in accordance with subsection 11.2 of the Credit Agreement.

16. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Loan Documents and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Secured Parties, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Grantors shall not be under any obligation to make any inquiry respecting such authority.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

18. Release of Collateral and Termination. (a) At such time as the Loans, the Reimbursement Obligations and the Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) The Borrower shall deliver to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying such Guarantor or the relevant Collateral and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

19. Incorporation of Provisions of Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted and created hereby are more fully set forth in the Guarantee, the terms, conditions and other provisions of which are incorporated by reference herein as if fully set forth herein. Nothing in this Agreement shall defer or impair the attachment or perfection of any security interest in any collateral described in the Guarantee which would attach or be perfected pursuant to the terms of the Guarantee without action by any of the Grantors or any other Person.

20. Third Amended and Restated Copyright, Patent and Trademark Security Agreement. Except as expressly amended, modified or supplemented hereby, the provisions of the Third Amended and Restated Copyright, Patent and Trademark Security Agreement, that is amended and restated by this Agreement, shall remain in full force and effect.

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

HAYES LEMMERZ INTERNATIONAL, INC.
 HAYES LEMMERZ INTERNATIONAL -
 OHIO, INC.
 HAYES LEMMERZ INTERNATIONAL -
 CALIFORNIA, INC.
 HAYES LEMMERZ INTERNATIONAL -
 HUNTINGTON, INC.
 HAYES LEMMERZ INTERNATIONAL -
 HOWELL, INC.
 HAYES LEMMERZ INTERNATIONAL -
 GEORGIA, INC.
 HAYES LEMMERZ INTERNATIONAL -
 MEXICO, INC.
 HLI (EUROPE), LTD.
 HAYES LEMMERZ INTERNATIONAL -
 HOMER, INC.
 HAYES LEMMERZ INTERNATIONAL -
 TEXAS, INC.
 HAYES LEMMERZ INTERNATIONAL -
 KENTUCKY, INC.
 HAYES LEMMERZ INTERNATIONAL -
 CMI, INC.
 HAYES LEMMERZ INTERNATIONAL -
 CADILLAC, INC.
 HAYES LEMMERZ INTERNATIONAL -
 MONTAGUE, INC.
 HAYES LEMMERZ INTERNATIONAL -
 EQUIPMENT & ENGINEERING, INC.
 HAYES LEMMERZ INTERNATIONAL -
 PETERSBURG, INC.
 HLI - SUMMERFIELD REALTY CORP.
 HAYES LEMMERZ INTERNATIONAL -
 BRISTOL, INC.
 HAYES LEMMERZ INTERNATIONAL -
 PCA, INC.
 HAYES LEMMERZ INTERNATIONAL -
 SOUTHFIELD, INC.
 HAYES LEMMERZ INTERNATIONAL -
 TECHNICAL CENTER, INC.
 HLI REALTY, INC.
 HAYES LEMMERZ INTERNATIONAL -
 LAREDO, INC.

HAYES LEMMERZ INTERNATIONAL -
TRANSPORTATION, INC.
HLI - VENTURES, INC.
HAYES LEMMERZ INTERNATIONAL -
WABASH, INC,

By: 

Name: Patrick B. Carey

Title: Secretary

Active US Patent Matters - HLI

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
00002	US	HLI	VEHICLE WHEEL	Granted	DES	06/764823 8/12/85	D291296 8/11/87
00003	US	HLI	VEHICLE WHEEL	Granted	DES	06/764823 8/12/85	D291297 8/11/87
00004	US	HLI	VEHICLE WHEEL	Granted	DES	06/764827 8/12/85	D291298 8/11/87
00005	US	HLI	VEHICLE WHEEL	Granted	DES	06/764825 8/12/85	D291684 9/1/87
00006	US	HLI	VEHICLE WHEEL	Granted	DES	06/769514 8/26/85	D291796 9/8/87
00007	US	HLI	VEHICLE WHEEL	Granted	DES	06/764826 8/12/85	D292201 10/6/87
00008	US	HLI	VEHICLE WHEEL	Granted	DES	06/715220 3/22/85	D292280 10/13/87
00009	US	HLI	VEHICLE WHEEL	Granted	DES	06/806244 11/22/85	D292506 10/27/87
00010	US	HLI	VEHICLE WHEEL	Granted	DES	06/764824 8/12/85	D292507 10/27/87
00011	US	HLI	VEHICLE WHEEL	Granted	DES	06/764828	D292570

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8/12/85 11/3/87

00012 US HLI VEHICLE WHEEL

Granted DES 06/886509 D300818
7/17/86 4/25/89

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./</u>	<u>Patent No./</u>
						<u>Filing Date</u>	<u>Issue Date</u>

00013 US HLI VEHICLE WHEEL

Granted DES 07/001269 D301451
1/7/87 6/6/89

00014 US HLI VEHICLE WHEEL

Granted DES 07/001268 D301452
1/7/87 6/6/89

00015 US HLI VEHICLE WHEEL

Granted DES 06/858253 D302003
4/28/86 7/4/89

00016 US HLI VEHICLE WHEEL

Granted DES 06/886599 D302146
7/17/86 4/11/89

00017 US HLI VEHICLE WHEEL

Granted DES 06/845407 D302418
3/20/86 7/25/89

00018 US HLI VEHICLE WHEEL

Granted DES 06/845408 D302419
3/20/86 7/25/89

00019 US HLI VEHICLE WHEEL

Granted DES 06/889030 D303650
7/24/86 9/26/8900222 US HLI ELECTRIC BRAKE CONTROLLER HAVING
OUTPUT POWER LIMITING CIRCUITGranted ORD 06/255596 4398252
4/20/81 8/9/83

00228 US HLI ELECTRIC BRAKE CONTROL CIRCUIT

Granted ORD 06/663638 4721344
10/22/84 1/26/88

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00229	US	HLI	ELECTRIC BRAKE CONTROL CIRCUIT	Granted	ORD	06/799081 11/18/85	4726627 2/23/88
00968	US	HLI	METHOD OF STRETCHIING A WHEEL	Granted	ORD	07/341383 4/21/89	4962587 10/16/90
<div> <div><u>MST#</u></div> <div><u>Country</u></div> <div><u>Owner*</u></div> <div><u>Title</u></div> <div><u>Status</u></div> <div><u>Type</u></div> <div><u>Appl. No./ Filing Date</u></div> <div><u>Patent No./ Issue Date</u></div> </div>							
00969	US	HLI	FLASHLESS D.C. BUTT WELDING ELECTRODE	Granted	ORD	07/408976 9/18/89	4983805 1/8/91
00971	US	HLI	FFM WHEEL	Granted	ORD	07/711498 5/31/91	5360261 11/1/94
01237	US	HLI	FABRICATED WHEEL HAVING A RADIALY INWARDLY EXTENDING DISC FACE	Granted	ORD	07/660464 2/22/91	5188429 2/23/93
01316	US	HLI	LOK-ALLOY PROCESS #1	Granted	ORD	08/083195 2/27/92	5336344 8/9/94
01351	US	HLI	FLOW SPUN DISC FOR FULL FACE WHEEL - ORIGINAL VERSION	Granted	ORD	08/054373 4/28/93	5295304 3/22/94
01442	US	HLI	MOLD AND METHOD OF MAKING SPOKED WHEEL	Granted	ORD	06/314541 10/26/81	4419908 12/13/83
01447	US	HLI	METHOD OF MAKING A WHEEL	Granted	ORD	06/300531 9/9/81	4490079 12/25/84
01449	US	HLI	APPARATUS FOR MAKING FIBER REINFORCED	Granted	ORD	06/614497	4569713

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ARMATURES

5/29/84 2/11/86

01450	US	HLI	TIRE AND WHEEL ASSEMBLY	Granted	ORD	06/462575 1/31/83	4592121 6/3/86
01711	US	HLI	CAST WHEEL REINFORCED WITH A METAL	Granted	ORD	08/133690 10/7/93	5433511 7/18/95
01739	US	HLI	METHOD AND APPARATUS FOR CASTING	Granted	ORD	08/236733 5/2/94	5427171 6/27/95

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01872	US	HLI	FULL FACE FABRICATED VEHICLE WHEEL	Granted	ORD	08/126840 9/24/93	5435632 7/25/95
01888	US	HLI	SPUN THEN ROLLED RIM FOR WHEEL	Granted	ORD	08/144113 10/27/93	5579578 12/3/96
01921	US	HLI	FFC "SPLIT RIM"	Granted	CON	07/906492 6/30/92	6240638 6/5/01
02050	US	HLI	LOK-ALLOY PROCESS #2	Granted	ORD	08/023294 6/23/93	5340418 8/23/94
02087	US	HLI	WELD-THEN-SPIN FABRICATED WHEEL	Granted	ORD	08/368167 12/30/94	5533261 7/9/96
02208	US	HLI	BIMETAL FULL FACE WHEEL	Granted	ORD	08/187928 1/27/94	5421642 6/6/95
02317	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER	Granted	ORD	08/313703	5620236

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02328	US	HLI	IMPROVED FLOW SPUN DISC (PN 96)	Granted	ORD	08/144164 10/27/93	9/27/94	4/15/97
02363	US	HLI	WHEEL SPACE FILLER	Granted	ORD	08/214923 3/17/94		5345676 9/13/94
02418	US	HLI	LOK-ALLOY PROCESS #3	Granted	ORD	08/294167 8/22/94		5591386 1/7/97
02445	US	HLI	VEHICLE WHEEL HAVING A TINNERMAN NUT	Granted	ORD	08/187944 1/27/94		5490720 2/13/96

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
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02459	US	HLI	ALUMINUM FULL FACE VEHICLE WHEEL	Granted	ORD	08/176587 1/3/94	5435633 7/25/95
02485	US	HLI	T-RETENTION GROOVE FOR WHEEL COVER SKIN	Granted	ORD	08/203058 2/28/94	5435631 7/25/95
02516	US	HLI	TIRE INFLATION CONTROL SYSTEM	Granted	ORD	08/355725 12/14/94	5553647 9/10/96
02693	US	HLI	FFC "METHOD"	Granted	ORD	08/179010 1/7/94	5548896 8/27/96
02760	US	HLI	PRESSURIZED BALL AND GATE RISERS FOR GRAVITY CAST WHEEL MOLD	Granted	ORD	08/744851 11/8/96	5896912 4/27/99
02810	US	HLI	PLASMA SPRAY - FURTHER APPLICATIONS	Granted	ORD	08/356091	5569496

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02816	US	HLI	PLASMA SPRAY - FABRICATION OF BIMETAL WHEEL	Granted	ORD	08/356762 12/15/94	12/15/94	10/29/96
02862	US	HLI	WHEEL FIXTURE FOR DOUBLE BEAD SEAT MACHINING	Granted	ORD	08/357685 12/16/94	08/357685 12/16/94	5562007 10/8/96
02865	US	HLI	METHOD FOR STAMPING AN ALUMINUM WHEEL DISC USING DEEPEMED BOWL	Granted	ORD	08/553212 11/7/95	08/553212 11/7/95	5694687 12/9/97
02871	US	HLI	CHIP MELTING SYSTEM	Granted	ORD	08/356416 12/15/94	08/356416 12/15/94	5705123 1/6/98
02930	US	HLI	EURO-FLANGE FOR WELL ATTACHED FFM WHEEL	Granted	ORD	08/512500 8/8/95	08/512500 8/8/95	5564792 10/15/96

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
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03016	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER	Granted	DES	28954 9/26/94	D362659 9/26/95
03025	US	HLI	REMOTE MANUAL SWITCH	Granted	DES	29/032636 12/22/94	D379798 6/10/97
03030	US	HLI	CAST IN COUNTER BALANCE FOR A TWO PIECE WHEEL	Granted	ORD	08/366291 12/28/94	5647642 7/15/97
03096	US	HLI	WHEEL WELDING STATION WITH CROSSED STRAIGHT WELDING TORHLIES	Granted	ORD	08/538373 10/3/95	5603447 2/18/97
03155	US	HLI	VEHICLE WHEEL HAVING NON-PLATED TIRE	Granted	ORD	08/423179	5632529

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BEAD SEATS

03157	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER	Granted	ORD	08/572930 12/15/95	4/18/95	5/27/97
03188	US	HLI	IMPROVED T-RETENTION GROOVE FOR WHEEL	Granted	ORD	08/389867 2/23/95	08/389867 2/23/95	5664845 9/9/97
03244	US	HLI	ONE TOUCH FACE GAGE FOR VEHICLE WHEELS	Granted	ORD	08/547173 10/24/95	08/547173 10/24/95	5653040 8/5/97
03258	US	HLI	HELIUM MASS SPECTROMETER WHEEL LEAK DETECTION AND QUANTIFICATION SYSTEM	Granted	ORD	08/922803 9/3/97	08/922803 9/3/97	5850036 12/15/98
03262	US	HLI	GRAVITY CAST MOLD WITH TAPERED SIDEWALLS	Granted	ORD	08/486662 6/7/95	08/486662 6/7/95	5647426 7/15/97
03305	US	HLI	WHEEL COVER SKIN-COVERS DISC AND OUTBOARD FLANGE	Granted	ORD	08/569023 12/7/95	08/569023 12/7/95	5595423 1/21/97
03413	US	HLI	BILEVEL CAST ALUMINUM WHEEL	Granted	ORD	08/570282 12/11/95	08/570282 12/11/95	5651590 7/29/97
<div> <div><u>MST#</u></div> <div><u>Country</u></div> <div><u>Owner*</u></div> <div><u>Title</u></div> <div><u>Status</u></div> <div><u>Type</u></div> <div><u>Appl. No./</u></div> <div><u>Filing Date</u></div> <div><u>Patent No./</u></div> <div><u>Issue Date</u></div> </div>								
03447	US	HLI	TWO PIECE VEHICLE WHEEL WITH MECHANICALLY LOCKED SECTIONS	Granted	ORD	08/902181 7/29/97	08/902181 7/29/97	5803553 9/8/98
03593	US	HLI	CHAMFERED WELD FOR ALUMINUM FULL FACE WHEEL	Granted	ORD	08/505141 7/21/95	08/505141 7/21/95	5558407 9/24/96
03693	US	HLI	AIR TIGHT ASSURANCE PROCESS	Granted	ORD	09/204532 12/3/98	09/204532 12/3/98	6158820 12/12/00

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03777	US	HLI	TAILOR WELDED BLANK/COIL RIM PROCESS	Granted	ORD	08/826640 4/4/97	5832609 11/10/98
03811	US	HLI	METHOD FOR FABRICATION OF A TWO PIECE VEHICLE WHEEL HAVING A ROLLED CONNECTION BETWEEN SECTIONS	Granted	ORD	08/569622 12/8/95	5647126 7/15/97
03844	US	HLI	PENDULUM DRIVEN PISTON TIRE PUMP	Granted	ORD	08/904135 7/31/97	5947696 9/7/99
03891	US	HLI	TWO PIECE WHEEL WITH LOCKING RING	Granted	ORD	08/844172 4/18/97	5988763 11/23/99
03924	US	HLI	NON VACUUM ELECTRON BEAM WELDING OF FFM ALUMINUM WHEELS	Pending	PCT	09/340351 6/25/99	
03994	US	HLI	WELDING MONITORING AND CONTROL SYSTEM	Granted	ORD	06/315025 10/26/81	4447698 5/8/84
04009	US	HLI	FULL FACE WHEEL ENTRAPMENT FILLER	Granted	ORD	08/779587 1/7/97	5779951 7/14/98
04010	US	HLI	PROCESS FOR FORGING A NEAR NET WHEEL CASTING	Pending	PCT	09/421211 10/20/99	

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
04027	US	HLI	FULL FACE WHEEL DISC WITH HUMP TO RECEIVE RIM JOINT	Granted	PCT	09/338088 6/23/99	6213563 4/10/01
04127	US	HLI	SHORT CIRCUIT SAFETY AUDIBLE MONITOR	Granted	ORD	08/862597	5949147

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04186	US	HLI	PRESS FIT TWO PIECE VEHICLE WHEEL	Granted	ORD	09/126800 7/31/98	5/23/97	9/7/99
04187	US	HLI	PINNED TWO PIECE VEHICLE WHEEL	Granted	ORD	09/087368 5/29/98		5997102 12/7/99
04188	US	HLI	BIMETAL VEHICLE WHEEL WITH BIMETAL TRANSITION INSERT	Granted	ORD	09/182132 10/29/98		6045196 4/4/00
04215	US	HLI	SPUN FORMED TWO PIECE ALUMINUM WHEEL	Pending	ORD	08/899260 7/23/97		
04274	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER WITH BRAKE CURRENT INTERRUPT	Granted	ORD	09/004984 1/9/98		6039410 3/21/00
04351	US	HLI	VEHICLE WHEEL COVER RETENTION SYSTEM AND METHOD FOR PRODUCING SAME	Allowed	ORD	09/6362 8/10/00		6270167 8/7/01
04371	US	HLI	TWO PIECE WHEEL SKIN TO COMPLETELY COVER DISC AND OUTBOARD FLANGE	Pending	PCT	09/557427 4/25/00		
04407	US	HLI	MACHINE PILOT BORE, INBOARD AND OUTBOARD BEAD SEAT IN ONE OPERATION	Granted	ORD	09/170877 10/13/98		6126174 10/3/00
04408	US	HLI	SPUN FORMED SPLIT RIM PROCESS	Granted	ORD	08/960008 10/29/97		6189357 2/20/01

<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
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10/9/2001

04501	US	HLI	ONE PIECE CAST VEHICLE WHEEL HAVING A CIRCUMFERENTIAL LIGHTNER POCKET	Pending	PCT	09/421724 10/20/99
04599	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER WITH SLIP MODE	Granted	ORD	08/802378 2/19/97 5800025 9/1/98
04600	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER WITH PENDULUM ZERO ADJUST	Granted	ORD	08/802379 2/19/97 5785393 7/28/98
04601	US	HLI	ELECTRONIC TRAILER BRAKE CONTROLLER WITH REMOTE MANUAL CONTROL	Granted	ORD	08/802359 2/19/97 5782542 7/21/98
04604	US	HLI	ONE-PIECE CAST ALUMINUM "BACKBONE" WHEEL	Granted	PCT	09/318901 5/26/99 6068350 5/30/00
04678	US	HLI	PROCESS FOR FORMING A VEHICLE WHEEL DISC DIRECTLY UPON A VEHICLE WHEEL RIM	Pending	PCT	09/422686 10/21/99
04714	US	HLI	20 X 10 TAKE APART WHEEL HAVING TRI-TAP SEAL WITH REDUCED WHEEL WELDS	Pending	PCT	09/351959 7/12/99
04853	US	HLI	PLATED VEHICLE WHEEL HAVING NON-PLATED TIRE BEAD SEATS	Granted	ORD	08/803490 2/20/97 5728426 3/17/98
04867	US	HLI	FULL FACE WHEEL WITH SLIDING FIT DISC AND RIM	Pending	PCT	09/43952 11/12/99
04906	US	HLI-O	PAPERBOARD WHEEL SEPARATOR	Granted	ORD	08/999668 10/13/97 5826716 10/27/98
04912	US	HLI-O	ONE-PIECE ALUMINUM WHEEL (AIR SPINNING)	Granted	ORD	08/569499 12/8/95 5740609 4/21/98

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<u>MST#</u>	<u>Country</u>	<u>Owner*</u>	<u>Title</u>	<u>Status</u>	<u>Type</u>	<u>Appl. No./ Filing Date</u>	<u>Patent No./ Issue Date</u>
05000	US	HLL-O	VARIABLE OFFSET FULL FACE WHEEL AND METHOD FOR PRODUCING SAME	Granted	ORD	08/165079 12/10/93	5509726 4/23/96
05001	US	HLL-O	FIBER REINFORCED RESIN VEHICLE WHEEL MOUNTING	Granted	ORD	07/405753 9/11/89	5022712 6/11/91
05002	US	HLL-O	SAFETY TIRE AND TAKE APART WHEEL CONSTRUCTION	Granted	ORD	07/432163 11/6/89	5022450 6/11/91
05004	US	HLL-O	WHEEL FORMING METHOD TO CORRECT PNEUMATIC TIRE ROTATIONAL NONUNIFORMITY	Granted	ORD	06/707137 3/1/85	4646434 3/3/87
05007	US	HLL-O	FULL FACE WHEEL HAVING RADIALY IN-TURNED RIM FLANGE	Granted	ORD	06/709660 3/7/85	4610482 9/9/86
05009	US	HLL-O	COMPRESSION MOLD FOR FIBER REINFORCED COMPOSITE WHEEL	Granted	ORD	255445 10/11/88	4927347 5/22/90
05010	US	HLL-O	METHOD AND APPARATUS FOR WHEEL MANUFACTURE (PIERCE AND SHAVE PUNHLJ)	Granted	ORD	07/291551 12/29/88	4897909 2/6/90
05011	US	HLL-O	TWO PIECE REMOVABLE DECK POLYCAST MOLD AND EXPANDABLE LID SEAL	Granted	ORD	07/443412 1/30/89	5059106 11/22/91
05017	US	HLL-O	POLYSHIELD VEHICLE WHEEL	Granted	ORD	06/778973 9/23/85	4659148 4/21/87
05018	US	HLL-O	CONTROLLED ECCENTRICITY STYLED WHEEL MANUFACTURE AND APPARATUS	Granted	ORD	06/846365 3/31/86	4736611 4/12/88

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05019	US	HLLI-O	METHOD OF SEALING TAKE APART TUBELESS WHEELS (TRI-TRAP)	Granted	ORD	07/03/845 3/27/87	4836261 6/6/89
05020	US	HLLI-O	POLYCAST WHEEL ENCAPSULATED ORNAMENT RETAINER	Granted	ORD	06/788156 10/16/85	4682820 7/28/87
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05022	US	HLLI-O	VARIABLE OFFSET FULL FACE WHEEL AND METHOD AND APPARATUS FOR SAME	Granted	ORD	08/255110 6/7/94	5517759 5/21/96
05023	US	HLLI-O	METHOD AND APPARATUS FOR PRODUCING VEHICLE WHEEL RIMS	Granted	ORD	08/165910 12/14/93	5452599 9/26/95
05024	US	HLLI-O	METHOD OF PRODUCING MULTI-PIECE NON-TAKE APART WHEEL	Granted	ORD	08/324335 10/17/94	5533260 7/9/96
05026	US	HLLI-O	WEIGHT REDUCTION DEVICE FOR POLYCAST WHEEL	Granted	ORD	353009 5/17/89	4976497 12/11/90
05027	US	HLLI-O	APPARATUS FOR WHEEL TO CORRECT ROTATIONAL NONUNIFORMITY OF TIRE AND WHEEL ASSEMBLY	Granted	ORD	132269 12/14/87	4819472 4/11/89
05028	US	HLLI-O	METHOD TO CORRECT ROTATIONAL NONUNIFORMITY OF PNEUMATIC WHEEL	Granted	ORD	133002 12/15/87	4815186 3/28/89
05029	US	HLLI-O	FIBER-REINFORCED COMPOSITE WHEEL	Granted	ORD	121154 11/16/87	RE32949 6/13/89
05037	US	HLLI-O	SELF-CLEANING ROAD WHEEL FOR TRACK LAYING VEHICLE	Granted	ORD	06/356457 3/9/82	4449756 5/22/84

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05038	US	HLL-O	SAFETY TIRE AND WHEEL ASSEMBLY AND METHOD FOR SAME	Granted	ORD	06/439565 11/5/82	4481997 11/13/84
05039	US	HLL-O	METHOD TO COLLECT ROTATIONAL NONUNIFORMITY OF TIRE AND WHEEL	Granted	ORD	06/615074 5/29/84	4573338 3/4/86
05040	US	HLL-O	DRAW SPINNING OF INTEGRAL WHEEL RIM AND DISC SEGMENTS	Granted	ORD	06/596143 4/2/84	4554810 11/26/85
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05041	US	HLL-O	FIBER REINFORCED COMPOSITE WHEELS	Granted	ORD	06/559623 12/12/83	4514013 4/30/85
05044	US	HLL-O	FIBER REINFORCED WHEEL DESIGN	Granted	DES	06/782111 9/30/85	D292692 11/10/87
05045	US	HLL-O	METHOD AND APPARATUS FOR EDGE PREPARATION OF SPINNING BLANKS	Granted	ORD	06/696335 1/30/85	4606206 8/19/86
05048	US	HLL-O	POLYCAST CAP RETAINER CONCEPTS	Granted	ORD	07/019709 2/27/87	4790605 12/13/88
05049	US	HLL-O	APPARATUS TO CORRECT ROTATIONAL NONUNIFORMITY OF PNEUMATIC TIRE AND WHEEL	Granted	ORD	06/924834 10/30/86	4733448 3/29/88
05050	US	HLL-O	SAFETY TIRE AND RIM COMBINATION WITH SAFETY INSERT	Granted	ORD	07/129050 12/7/87	4823854 4/25/89
05051	US	HLL-O	APPARATUS TO CORRECT ROTATIONAL NONUNIFORMITY OF PNEUMATIC TIRE AND WHEEL	Granted	ORD	07/305644 3/3/89	4917440 4/17/90

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05053	US	HLI-O	WEDGE SHAPED POUR SPRUE	Granted	ORD	07/345427 5/1/89	5098272 3/24/92
05054	US	HLI-O	ASSEMBLY STATION TO REDUCE LATERAL RUNOUT OF WHEEL DISC	Granted	ORD	07/825579 1/24/92	5193274 3/16/93
05063	US	HLI-O	COMPOSITE ELASTOMER STYLED WHEEL AND METHOD AND APPARATUS	Granted	ORD	07/584810 9/19/90	5088798 2/18/92
05064	US	HLI-O	METHOD OF MAKING COMPOSITE STYLED WHEEL (WEIGHT REDUCTION DEVICE)	Granted	ORD	07/564382 8/8/90	5128085 7/7/92
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05065	US	HLI-O	VEHICLE WHEEL AND METHOD OF MANUFACTURE (THREE PIECE WHEEL)	Granted	ORD	08/031272 3/15/93	5380071 1/10/95
05066	US	HLI-O	FIBER REINFORCED RESIN VEHICLE WHEEL MOUNTING	Granted	ORD	07/685833 4/16/91	5123711 6/23/92
05067	US	HLI-O	APPARATUS FOR WHEEL MANUFACTURE (HYDRAULIC ADJUSTMENT FOR FIRST HARMONIC	Granted	ORD	07/890799 6/1/92	5257569 11/2/93
05068	US	HLI-O	SAFETY TIRE AND TAKE APART WHEEL (TUBE VALVE EXCLUSION INSERT)	Granted	ORD	07/769000 9/30/91	5215137 6/1/93
05069	US	HLI-O	NON-PNEUMATIC SPARE WHEEL AND TIRE	Granted	ORD	07/722970 6/28/91	5174634 12/29/92
05070	US	HLI-O	WHEEL FOR TRACK LAYING VEHICLE	Granted	ORD	07/807347 12/16/91	RE34909 4/18/95

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05071	US	HLLI-O	APPARATUS FOR MAKING WHEEL DISC (ROUNDING ANNULAR SEGMENT OF DISC BAND)	Granted	ORD	08/133888 0/12/93	5338330 2/14/95
05072	US	HLLI-O	APPARATUS FOR MAKING WHEEL DISC (ROUNDING ANNULAR SEGMENT OF DISC BAND)	Granted	ORD	08/311955 9/26/94	5568745 10/29/96
05073	US	HLLI-O	APPARATUS FOR MAKING WHEEL DISC (ROUNDING ANNULAR SEGMENT OF DISC BAND)	Granted	ORD	08/439182 5/11/95	5544945 8/13/96
05074	US	HLLI-O	COMPOSITE METAL ELASTOMER STYLED WHEEL AND METHOD AND APPARATUS	Granted	ORD	08/383957 2/6/95	5874037 2/23/99
05075	US	HLLI-O	VARIABLE OFFSET FULL FACE WHEEL	Granted	ORD	08/560905 11/20/95	5639147 6/17/97
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05076	US	HLLI-O	MOLDING COMPOSITION	Granted	ORD	06/536032 9/26/83	4489184 12/18/84
05079	US	HLLI-O	METHOD FOR MAKING VARIABLE OFFSET WHEEL	Granted	ORD	08/453226 5/30/95	5551151 9/3/96
05095	US	HLLI-O	APPARATUS FOR MANUFACTURE OF VEHICLE WHEELS	Granted	ORD	863021 5/20/92	5235886 8/17/93
05098	US	HLLI-O	APPARATUS FOR MAKING A FULL FACE WHEEL	Granted	ORD	08/451275 5/30/95	5515709 5/14/96
05099	US	HLLI-O	METHOD AND APPARATUS FOR PRODUCING WHEEL RIMS	Granted	ORD	08/221063 3/31/94	5531024 7/2/96

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05130	US	HLI	ROBO BASKET FOR RIM TRANSFER	Granted	ORD	09/026998 2/23/98	6089815 7/18/00
05234	US	HLI-O	VEHICLE RIM WITH TIRE BEAD RETAINING HUMPS	Granted	ORD	06/768380 8/22/85	4606390 8/19/86
05235	US	HLI-O	BAR CODE CONFIGURATION AND METHOD OF MOLDING	Granted	ORD	06/583780 2/27/84	4625101 11/25/86
05285	US	HLI	FFC FIESTA WHEEL	Granted	ORD	08/916853 8/22/97	6170918 1/9/01
05379	US	HLI	VEHICLE WHEEL COVER RETENTION SYSTEM AND METHOD FOR PRODUCING SAME	Granted	ORD	08/886264 7/1/97	6007158 12/28/99
05415	US	HLI	FLEXIBLE STYLING MODULAR WHEEL MOLD	Granted	ORD	09/270624 3/17/99	6186218 2/13/01

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05718	US	HLI	DIE TO ASSEMBLE DISC AND RIM TO PROVIDE REDUCED RUNOUT	Pending	PCT	09/888135 6/22/01	
05759	US	HLI	VEHICLE WHEEL AND METHOD OF PRODUCING SAME	Allowed	PCT	09/605181 6/28/00	
05760	US	HLI	LIGHT WEIGHT CAST WHEEL AND APPARATUS FOR CASTING SAME	Allowed	PCT	09/607797 6/30/00	
05761	US	HLI	DM WHEEL FLANGE GROOVE FOR RELIEVING	Granted	ORD	09/439518	6238006

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WHEEL WEIGHT BARB						11/12/99	5/29/01
05779	US	HLI	ELECTRONIC BRAKE CONTROLLER HOUSING (DESIGN)	Granted	DES	29/079785 11/25/97	D404365 1/19/99
05813	US	HLI	HOLLOW CORE INSERT FOR CAST WHEELS	Pending	ORD	09/474353 12/29/99	
05880	US	HLI	METHOD FOR LIGHTWEIGHT WHEEL CASTING USING ALUMINUM FOAM	Pending	ORD	09/452564 12/1/99	
05892	US	HLI	METAL CHIP RECLAMATION SYSTEM	Granted	ORD	09/002831 1/5/98	5997801 12/7/99
05927	US	HLI	AUTO REFILL FOR LOW PRESSURE CASTING MACHINE	Pending	ORD	09/321024 5/27/99	
20107	US	HLI	WHEEL ASSEMBLY HAVING A WHEEL DISC SKIRT WITH A CONICAL SURFACE	Granted	ORD	07/870355 4/17/92	5219441 6/15/93
20144	US	HLI	RUNOUT CORRECTION PROCESS FOR INBOARD TIRE SEAT OF FULL FACE WHEELS	Pending	PCT	09/830436 4/25/01	
20306	US	HLI	PROCESS FOR VIBRATORY CASTING OF VEHICLE WHEELS	Pending	PCT	09/760074 1/12/01	

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20380	US	HLI	IMPROVED FULL FACE WHEEL RIM CURL FOR IMPROVED FACE FLEXIBILITY	Pending	PCT	09/871715 6/1/01	
20445	US	HLI	GRAVITY CASTING METHOD FOR MOTORCYCLE WHEELS	Pending	ORD	09/473379 12/28/99	

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20484	US	HLI	RETRACTABLE BALL RISER CAP	Pending	ORD	09/474520 12/29/99
20646	US	HLI	CORROSION RESISTANT BRIGHT FINISH FOR LIGHT WEIGHT VEHICLE WHEELS	Pending	ORD	09/731401 12/6/00
20780	US	HLI	BEADING PPROCESS FOR FULL WRAP-AROUND CLAD WHEELS	Pending	PCT	09/831699 5/11/01
21113	US	HLI	OVERMOLDED UNIVERSAL VEHICLE WHEEL	Pending	PCT	09/542268 4/4/00
21127	US	HLI	ELECTRONIC BRAKE CONTROLLER ENHANCEMENTS	Pending	ORD	09/302813 4/30/99
21192	US	HLI	FULL FACE WHEEL WITH CHEMICAL BOND BETWEEN DISC AND RIM	Pending	ORD	09/732127 12/7/00
21193	US	HLI	PROCESS OF PRODUCING PARTIAL WHEEL RIM FOR FULL FACE VEHICLE WHEEL	Pending	ORD	09/796119 2/28/01
21194	US	HLI	FULL FACE WHEEL WITH SLIP FIT JOINT BETWEEN DISC AND RIM	Pending	ORD	09/732133 12/7/00
21220	US	HLI	UNIVERSAL PAINT HOOK	Pending	ORD	09/521923 3/9/00

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21239	US	HLI	NON-CIRCULAR AS CAST RIM FOR SIDE GATED	Pending	ORD	09/469990	
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WHEEL CASTINGS							12/22/99
21317	US	HLI	METHOD FOR CLARGING A REVERBRATORY FURNACE WITH METAL CHIPS	Granted	ORD	09/300568 4/27/99	6136064 10/24/00
21534	US	HLI	ONE PIECE INNER SHELL FOR VIBRATION WELDED POLYMER INTAKE MANIFOLD	Granted	ORD	09/475862 12/30/99	6234129 5/22/01
21589	US	HLI	SQUEEZE CAST BLOCK AND METHOD FOR PRODUCING SAME	Pending	ORD	09/539098 3/30/00	
21606	US	HLI-C	VACUUM ASSISTED GRAVITY POUR CASTING APPARATUS	Granted	ORD	08/026699 3/5/93	5358027 10/25/94
21607	US	HLI-C	CASTING CORE FOR FORMING AN INTERCONNECTING CAMSHAFT GALLERY AND OIL GALLERY IN A CAST CYLINDER BLOCK	Granted	ORD	07/920606 7/27/92	5280822 1/25/94
21609	US	HLI-C	CASTING CORE AND METHOD FOR CAST-IN-PLACE ATTACHMENT OF A CYLINDER LINER TO A CYLINDER BLOCK	Granted	ORD	07/920603 7/27/92	5361823 11/8/94
21610	US	HLI-C	TUBULAR INTAKE MANIFOLD AND METHOD FOR MAKING SAME	Granted	ORD	07/821636 1/15/92	5253616 10/19/93
21611	US	HLI-C	COUNTERGRAVITY CASTING APPARATUS AND METHOD	Granted	ORD	07/821767 1/15/92	5230379 7/27/93
21612	US	HLI-C	ALLUCORE PROCESS	Granted	ORD	08/633101 4/16/96	5992500 11/30/99
21614	US	HLI-C	METHOD OF SQUEEZE CASTING METAL ARTICLES USING MELT-OUT METAL	Granted	ORD	08/150846 11/12/93	5355933 10/18/94

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21617	US	HLLI-C	METHOD FOR METALLURGICALLY BONDING CYLINDER LINERS TO A CYLINDER BLOCK OF AN INTERNAL COMBUSTION ENGINE	Granted	ORD	07/821763 1/15/92	5280820 1/25/94
21618	US	HLLI-C	METHOD FOR METALLURGICALLY BONDING PRESSED IN CYLINDER LINERS TO A CYLINDER BLOCK	Granted	ORD	07/822537 1/15/92	5182854 2/2/93
21619	US	HLLI-C	MULTI-SURFACE FLAME HARDENING MAHLINE AND PROCESS	Granted	ORD	07/885290 5/18/92	5256217 10/26/93
21620	US	HLLI-C	INDUCTION HEATED METAL POURING APPARATUS	Granted	ORD	07/985018 12/3/92	5282608 2/1/94
21621	US	HLLI-C	APPARATUS AND METHOD FOR CONTROLLING A STOPPER ROD OF A BOTTOM POURING VESSEL	Granted	ORD	07/992262 12/14/92	5312090 5/17/94
21639	US	HLLI-C	PORTABLE BULK STORAGE CONTAINER	Granted	ORD	08/160603 12/1/93	5385233 1/31/95
21654	US	HLLI-C	CASTING MACHINE HOLD-DOWN SYSTEM	Granted	ORD	08/593823 1/30/96	5671799 9/30/97
21655	US	HLLI-C	CASTING MACHINE OPERATING SYSTEM	Granted	ORD	08/594310 1/30/96	5598882 2/4/97
21657	US	HLLI-C	ABRASIVE MACHINING ASSEMBLY	Granted	ORD	08/731027 10/9/96	5718619 2/17/98
21658	US	HLLI-C	DISC WITH COOLANT PASSAGES FOR AN ABRASIVE MACHINING ASSEMBLY	Granted	ORD	08/731032 10/9/96	5674116 10/7/97

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21659	US	HLI-C	CASTING MACHINE LOADING SYSTEM	Granted	ORD	08/593502 1/30/96	5601135 2/11/97
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21670	US	HLI	IMPROVED SQUEEZE CASTING WITH MELT OUT CONE	Granted	ORD	09/060798 4/14/98	6024159 2/15/00
21723	US	HLI	METHOD AND APPARATUS FOR PRODUCING A VEHICLE WHEEL	Pending	ORD	09/707232 11/6/00	
21769	US	HLI	360 RUNNER WRAP WELD JOINT FOR ONE PIECE INNER SHELL OF A VIBRATION WELDED POLYMER	Granted	ORD	09/475865 12/30/99	6234131 5/22/01
21770	US	HLI	INTEGRALLY MOLDED COMPONENTS FOR TOP AND BOTTOM SHELLS OF A VIBRATION WELDED POLYMER INTAKE MANIFOLD	Granted	ORD	09/475864 12/30/99	6234130 5/22/01
21771	US	HLI	STRAIGHT WELD JOINT FOR TOP AND BOTTOM SHELLS OF A VIBRATION WELDED POLYMER INTAKE MANIFOLD	Granted	ORD	09/476476 12/30/99	6199530 3/13/01
21811	US	HLI	FULL FACE VEHICLE WHEEL AND METHOD FOR PRODUCING SAME	Pending	ORD	09/593972 6/13/00	
21834	US	HLI	APPARATUS FOR PRODUCING A WHEEL RIM	Pending	ORD	09/578134 5/24/00	
21970	US	HLI	METHOD FOR CONTROLLING THE FILLING OF A MOLD CAVITY OF A CASTING MAHLINE	Pending	ORD	09/753235 12/29/00	

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22059	US	HLI	VEHICLE WHEEL COVER RETENTION SYSTEM AND METHOD FOR PRODUCING SAME	Allowed	ORD	09/473237 12/27/99	
22083	US	HLI	APPARATUS AND METHOD FOR PRODUCING CAST PRODUCTS	Pending	ORD	09/836531 4/17/01	
22189	US	HLI	TOOL AND PROCESS FOR FINISHING A VEHICLE WHEEL SURFACE	Pending	ORD	09/725528 11/29/00	
							<u>Patent No./</u> <u>Issue Date</u>
22274	US	HLI	PENDULUM ASSEMBLY FOR AN ELECTRONIC BRAKE CONTROLLER	Pending	ORD	09/553292 4/20/00	
22304	US	HLI	METHOD FOR PRODUCING A FABRICATED VEHICLE WHEEL	Pending	ORD	09/664654 9/19/00	
22339	US	HLI	METHOD AND APPARATUS FOR PRODUCING FULL FACE VEHICLE WHEEL	Pending	ORD	09/815426 3/22/01	
22446	US	HLI	MAHLINING CELL DOUBLE ROLLER ROBOT GRIPPER BRACKET	Pending	ORD	09/871927 6/1/01	
22468	US	HLI	METHOD FOR PRODUCING A SAND CORE	Pending	ORD	09/751470 12/28/00	
22516	US	HLI	BASKET ASSEMBLY FOR WHEEL RIM TRANSFER	Pending	ORD	09/592476 6/9/00	
22611	US	HLI	STOPPER MODULE DEVICE FOR A CASTING MAHLIINE FURNACE APPARATUS	Pending	ORD	09/751326 12/28/00	
22750	US	HLI	BRAKE FOR A ROTARY TURNTABLE	Pending	ORD	09/751306	

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12/28/00

22795 US HLI VEHICLE WHEEL COVER RETENTION SYSTEM Pending ORD 09/730029
12/5/00

23163 US HLI COMPOSITE INTAKE MANIFOLD ASSEMBLY Pending ORD 09/862970
5/22/01
FOR AN INTERNAL COMBUSTION ENGINE
AND METHOD FOR PRODUCING SAME

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