

06-19-2002



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HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

**Luminator Holding L.P., as successor-in-interest to
Luminator Holding LLC**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: May 31, 2002

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252Additional name(s) & addresses attached? ☐ Yes ☒ No

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)

~~4,433,324 ; 4,499,815 ; 4,996,632 ; 5,016,143 ; 5,031,256~~
~~5,136,486 ; 5,142,277 ; 5,171,084 ; 5,219,217 ; 5,261,831~~
~~5,349,272 ; 5,377,087 ; 5,420,763 ; 5,581,246 ; 5,591,432~~
~~5,623,184 ; 6,101,771 ; D308,259 ; D320,283~~

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alison Winick, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: _____

19

7. Total fee (37 CFR 3.41): _____ \$760.00

- ☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number: _____

9. Signature.

Alison Winick, Esq.
Name of Person Signing[Signature]
SignatureJune 18, 2002
DateTotal number of pages including cover sheet, attachments, and documents: 5

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

PATENT
REEL: 12983 FRAME: 0519

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), dated as of May 31, 2002 is made by LUMINATOR HOLDING L.P., a Delaware limited partnership, as successor-in-interest to LUMINATOR HOLDING LLC (the “Obligor”), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of September 14, 2000 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MIV Holdings S.A., a company organized under the laws of Luxembourg, MIV Acquisition Corporation, a Delaware corporation, Mark IV Industries, Inc., a Delaware corporation, Dayco Products, LLC, a Delaware limited liability company, Dayco Europe SrL and Lombardini SrL, each a company organized under the laws of Italy, the European Borrowers (as defined in the Credit Agreement) from time to time parties to the Credit Agreement, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to the Obligor in connection with the operation of its business; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Guarantee and Collateral Agreement, dated as of September 14, 2000, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LUMINATOR HOLDING L.P., as successor-in-interest to
LUMINATOR HOLDING LLC

By: 
Name: *Mark G. Barberis*
Title: *Secretary & Treasurer*

STATE OF New York)
) ss
COUNTY OF Erie)

On the 31 day of May, 2002, before me personally came
Mark G. Barberio, who is personally known to me to be the Secretary & Treasurer of
Luminator Holding L.P., a Delaware limited partnership, as successor-in-interest to Luminator
Holding LLC; who, being duly sworn, did depose and say that ~~she~~/he is the
Secretary & Treasurer in such limited partnership, the limited partnership described in and
which executed the foregoing instrument; that she/he executed and delivered said instrument
pursuant to authority given by the limited partnership; and that she/he acknowledged said
instrument to be the free act and deed of said limited partnership.

Joann E. Ecker
Notary Public **Joann E. Ecker!**
 Notary Public - State of New York
 No. 01EC6066890
 Qualified in Erie County
 My Commission Expires 11/20/03

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patents

Title	Patent No.
Device To Promote The Movement Of Buses By Allocation Of Priority Of Crossing Of An Intersection Controlled By Traffic Lights	4,433,324
Air Diffuser (For Distributing A Volume Of Air Under Pressure)	4,499,815
Multi-Color Illuminating System	4,996,632
Illuminating System	5,016,143
Lighting Fixture With Diffuser For Light And Air (Fluorescent)	5,038,256
Lighting Fixture With Diffuser For Light And Air	5,136,486
Multiple Device Control System	5,142,277
Apparatus For Diffusing Light And Directing Air Circulation	5,171,084
Illuminating System (For A Mass Transit Vehicle)	5,219,217
Fluorescent Lamp Socket (For Supplying Current)	5,261,831
Multiple Output Ballast Circuit	5,349,272
Passenger Reading Light	5,377,087
Lighting Fixture (For A Transit Vehicle)	5,420,763
Multiple Device Control System (Communication System)	5,581,246
Lighting Fixture	5,595,432
Lamp Circuit With Filament Current Fault Monitoring Means	5,623,184
Panel Dock	6,101,771
Fluorescent Lighting Fixture	D308,259
Fluorescent Lighting Fixture Grill	D320,283