

09-11-2003

Form PTO-1595
(Rev. 10/02)

RI

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

OMB No. 0651-0027 (exp. 6/30/2005)

102547182

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):
CEBERUS PILOT HOLDINGS, LLC

9.3.03

2. Name and address of receiving party(ies)

Name: MARTINREA INDUSTRIES, INC.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Payoff, Termination and Release

Street Address: 30 Aviva Park Drive

Vaughan Ontario, Canada L4L 9C7

City: _____ State: _____ Zip: _____

Execution Date: 06/27/03

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent 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) _____

See attached schedule

B. Patent No.(s) _____

See attached schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jena Q. Watson, Esq.

Internal Address: KING & SPALDING LLP

Street Address: 1730 Pennsylvania Avenue, N.W.

City: Washington State: DC Zip: 20006

6. Total number of applications and patents involved: 54

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

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

8. Deposit account number:

11-0980

09/10/2003 BY: 00000131 110980 09630472

01 FC:0021 2160.00 BA

DO NOT USE THIS SPACE

9. Signature.

Jena Q. Watson, Esq.

Name of Person Signing

Signature

8/11/03

Date

Total number of pages including cover sheet, attachments, and documents: ☐

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 014446 FRAME: 0375

MARTINREA INDUSTRIES, INC.**Schedule of Pending Patent Applications**

| TITLE | SERIAL NO./ FILING DATE |
|--------------------------------------------------------------------------------|------------------------------------|
| FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 09/638,472 8/14/2000 |
| METHOD FOR TREATING IRON BASED PARTS File Type: Patent | 09/844,461 4/27/2001 |
| QUICK CONNECT COUPLING W/CHECK VALVE File Type: Patent | 09/946,105 9/4/2001 |
| DIE ASSEMBLY | 10/003,140 11/15/2001 |
| APPARATUS FOR SHAPING THERMOPLASTIC TUBES File Type: Patent | 09/970,606 10/4/2001 |
| ANNEALING APPARATUS File Type: Patent | 10/136,750 4/30/2002 |
| FUEL TANK SPUD File Type: Patent | 10/021,671 12/12/2001 |
| SPUD ASSEMBLY FOR A FUEL TANK File Type: Patent | 12/12/2002 |
| DEVICE FOR SECURING A HOSE CLAMP TO A HOSE File Type: Patent | 10/003,141 11/15/2001 |
| FUEL FILL TUBE ASSEMBLY File Type: Patent | 10/003,771 11/15/2001 |
| METHOD FOR MANUFACTURING A FLUID COUPLING File Type: Patent | 10/210,150 8/1/2002 |
| HOSE ASSEMBLY AND METHOD FOR MAKING THE SAME File Type: Patent | 10/267,064 10/8/2002 |

MARTINREA INDUSTRIES, INC.**Schedule of Issued Patents**

| TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE |
|----------------------------------------------------------------------------------|------------------------------------|------------------------------------------|
| QUICK CONNECT COUPLING FOR A FUEL TANK File Type: Patent | 033,354 3/18/1993 | 5,310,226 5/10/1994 |
| FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/265,679 6/24/1994 | 5,759,329 6/2/1998 |
| FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/403,303 3/14/1995 | 5,958,532 9/28/1999 |
| FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/707,663 9/4/1996 | 5,916,404 6/29/1999 |
| QUICK CONNECT COUPLING File Type: Patent | 08/064,907 5/24/1993 | 5,988,705 11/23/1999 |
| SOFT X-RAY IMAGING DEVICE File Type: Patent | 08/232,839 4/25/1994 | 5,491,331 2/13/1996 |
| SOFT X-RAY IMAGING DEVICE File Type: Patent | 08/427,342 4/24/1995 | 5,504,324 4/2/1996 |
| COVER FOR A FUEL TANK SUPPORT STRAP File Type: Patent | 08/199,046 2/17/1994 | 5,445,351 8/29/1995 |
| FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/403,499 3/14/1995 | 5,554,425 9/10/1996 |
| METHOD OF PREPARING A FLUOROPOLYMER COMPOSITE File Type: Patent | 08/499,207 7/7/1995 | 5,500,257 3/19/1996 |
| NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent | 07/754,531 9/4/1991 | 5,212,864 5/23/1993 |
| NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent | 08/056,835 5/3/1993 | 5,385,179 1/31/1995 |
| QUICK CONNECT COUPLING File Type: Patent | 08/267,887 6/28/1994 | 5,527,072 6/18/1996 |
| INSULATED FLUID COUPLING ASSEMBLY | 08/389,120 | 5,553,896 |

| TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE |
|--------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------|
| File Type: Patent | 2/15/1995 | 9/10/1996 |
| PRECOCKED QUICK CONNECT COUPLING File Type: Patent | 08/456,468 6/1/1995 | 5,509,695 4/23/1996 |
| MOLDED QUICK CONNECT COUPLING File Type: Patent | 08/445,278 5/22/1995 | 5,553,899 9/10/1996 |
| APPARATUS FOR TESTING EXTRUDED TUBING File Type: Patent | 08/515,272 8/15/1995 | 5,651,999 7/29/1997 |
| SYSTEM FOR FORMING A METAL TUBING File Type: Patent | 08/563,492 11/28/1995 | 5,738,723 4/14/1998 |
| LEAK DETECTION SYSTEM File Type: Patent | 08/515,270 08/15/1995 | 5,553,483 9/10/1996 |
| FUEL TANK VALVE ASSEMBLY File Type: Patent | 08/594,637 2/2/1996 | 5,601,114 2/11/1997 |
| HEAT SHIELD AND METHOD OF MANUFACTURING THE HEAT SHIELD File Type: Patent | 08/811,578 3/5/1997 | 5,846,634 12/8/1998 |
| TUBE BENDING APPARATUS File Type: Patent | 08/826,8989 4/9/1997 | 5,836,188 11/17/1998 |
| X-RAY SOURCE File Type: Patent | 08/784,836 1/17/1997 | 5,796,805 8/18/1998 |
| QUICK CONNECT COUPLING WITH IMPROVED RETAINER File Type: Patent | 08/967,551 11/10/1997 | 5,971,445 10/26/1999 |
| HOSE COUPLING File Type: Patent | 09/112,496 7/9/1998 | 6,000,729 12/14/1999 |
| BACTERIAL COLONY COUNTER AND CLASSIFIER File Type: Patent | 09/083,723 5/22/1998 | 6,002,789 12/14/1999 |
| X-RAY SOURCE HAVING REMOVABLE CATHODE ASSEMBLE File Type: Patent | 09/095,291 06/10/1998 | 5,970,117 10/19/1999 |
| X-RAY IMAGING SYSTEM FOR DETERMINING AREA DENSITY OF LOW DENSITY SAMPLES File Type: Patent | 09/310,278 5/12/1999 | 6,167,113 12/26/2000 |
| WATER JET STRIPPING PROCESS File Type: Patent | 09/213,966 12/12/1998 | 5,991,995 11/30/1999 |

| TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------|
| PRESS WITH AUTOMATED DIE CHANGE File Type: Patent | 09/354,278 7/15/1999 | 6,213,279 4/10/2001 |
| SYSTEM FOR LOADING RAW MATERIAL AND UNLOADING FINISHED PARTS FROM A COMPRESSION MOLD File Type: Patent | 09/354,277 7/15/1999 | 6,224,363 5/1/2001 |
| APPARATUS FOR COATING FIBERS File Type: Patent | 09/298,011 4/22/1999 | 6,221,161 4/24/2001 |
| VENT VALVE ASSEMBLY File Type: Patent | 09/707,465 11/7/2000 | 6,338,362 1/15/2002 |
| AUTOMOTIVE FUEL TANK FILL ASSEMBLY File Type: Patent | 09/702,622 10/31/2000 | 6,336,482 1/8/2002 |
| HYDRAULIC PORT FITTING File Type: Patent | 08/230,972 5/14/1996 | 5,516,156 5/14/1996 |
| HYDRAULIC PORT FITTING File Type: Patent | 08/409,206 03/23/1995 | 5,516,157 5/14/1996 |
| TRANSVERSE HYDRAULIC COUPLING W/LIPPED PORT File Type: Patent | 08/232,734 4/25/1994 | 5,533,764 7/9/1996 |
| CRIMPED TUBE-TO-PORT HYDRAULIC FITTINGS File Type: Patent | 08/269,841 7/1/1994 | 5,533,765 7/9/1996 |
| ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent | 823,894 1/22/1992 | 5,197,769 3/30/1993 |
| HYDRAULIC COUPLING File Type: Patent | 520,216 5/8/1990 | 5,060,988 10/29/1991 |
| HYDRAULIC FITTING WITH O-RING SEAL END STOP File Type: Patent | 520,537 5/8/1990 | 5,076,616 12/31/1991 |
| | 08/193,902 2/9/1994 | 5,358,168 10/25/1994 |
| | 493,222 5/10/1983 | 4,458,926 7/10/1984 |
| | 192,716 2/7/1994 | 5,439,257 8/8/1995 |

PAYOFF, TERMINATION AND RELEASE AGREEMENT dated as of June __, 2003 (this "Agreement") between MARTINREA OF AMERICA, INC. (the "Borrower") and CERBERUS PILOT HOLDINGS, LLC (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to the Non-Negotiable Promissory Note in the principal amount of US\$23,500,000 dated as of December 31, 2002 (as amended, supplemented or modified as of the date hereof, the "Note") by the Borrower in favor of the Lender, the Lender loaned US\$23,500,000 to the Borrower.

WHEREAS, the Borrower wishes to (i) prepay in full all amounts that are due and owing under the Note and the other Credit Documents (as defined in the Note), (ii) terminate in full its obligations in and under the Note and the other Credit Documents, and (iii) pay all other amounts due and owing to Cerberus under the terms of the Credit Documents; and

WHEREAS, the Borrower and the Lender now wish to enter into this Agreement to provide for (i) the payment by the Borrower of all of its obligations under the Note and the other Credit Documents, and (ii) upon such payment, (a) the release of the Borrower from its obligations under the Note and the other Credit Documents, (b) the release of all liens and security interests in favor of the Lender, and (c) the release of all guarantees of the Borrower's obligations under the Note and the other Credit Documents.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided in the Note.

Section 2. Payoff.

(a) Payoff Amount. The total aggregate principal balance and accrued interest, fees and expenses, if any, due to the Lender from the Borrower under the Note and the other Credit Documents (collectively, the "Obligations"), if paid on Friday, June 27, 2003 (the "Payoff Date") by receipt of wire transfer of immediately available fully collected funds prior to 2:00 p.m. New York city time, pursuant to the wire instructions set forth below, is \$23,500,000 principal amount plus interest of \$211,500 plus, if payment is not received prior to 2:00 p.m. New York city time on the Payoff Date, an amount equal to \$7,833.33 (representing one day of accrued interest) per day after the Payoff Date (such aggregate amount being the "Payoff Amount") until June 30, 2003 and an amount equal to \$8,486.11 (representing one day of accrued interest) per day thereafter. The time at which the Lender actually receives the Payoff Amount by wire transfer of immediately available fully collected funds is referred to herein as the "Effective Time".

(b) Lender's Wire Transfer Instructions. The Lender's wire transfer instructions are:

| | |
|------------------|-------------------------|
| Bank: | Citibank, New York, NY |
| ABA Routing No.: | 021-000-089 |
| Account: | Cerberus Partners, L.P. |
| Account No.: | 37839889 |
| Attention: | Michael Hisler |
| Reference: | Pilot Industries, Inc. |

(c) Waiver. The Lender hereby waives notice of prepayment, termination or any other notice required pursuant to any of the Credit Documents in connection with the payment of the Obligations.

Section 3. Acknowledgement of Payment; Release of Liens and Credit Documents. In consideration of the payment by wire transfer of the Payoff Amount as provided in Section 2, the Lender for itself and its successors and assigns hereby acknowledges and agrees for the benefit of the Borrower that effective as of the Effective Time, (a) the Borrower has paid in full the purchase price under the Purchase Agreement, (b) the Borrower has paid in full the Obligations, (c) all liens, mortgages, assignments, pledges, security interests and other encumbrances of any and every nature and kind whatsoever granted to or for the benefit of the Lender by the Borrower and each of the other Credit Parties are hereby released, discharged and terminated, (d) all guarantees of the Obligations by Martinrea International Inc. and each of the other Credit Parties in favor of the Lender are hereby terminated, and (e) the Note and each of the other Credit Documents (including, without limitation, each agreement listed on Schedule I hereto) are hereby terminated.

Section 4. UCC-3 Terminations; Deliveries.

(a) UCC-3 Termination Statements. The Lender hereby agrees that from and after the Effective Time, the Borrower shall be entitled to file UCC-3 Termination Statements with respect to all security interests in connection with the Note, including, without limitation, each of the financing statements identified on Schedule II hereto.

(b) Other Deliveries. In addition, following the Effective Time, the Lender will:

(i) execute and deliver to the Borrower, duly executed instruments of release or reconveyance prepared by the Borrower (at the Borrower's cost and expense) with respect to each of the intellectual property pledges more particularly described on Schedule III hereto;

(ii) deliver to the Borrower, the original Note, marked "paid-in-full"; and

(iii) deliver to the Borrower all certificates, if any, evidencing the equity interests pledged by the Credit Parties to the Lender, including the certificates listed on Schedule IV hereto.

Section 5. Further Assurances. From and after the Effective Time, the Lender hereby agrees to execute and deliver to the Borrower (at the Borrower's cost and expense) each other instrument, notice, release or certificate as the Borrower may reasonably request to more fully effectuate the foregoing provisions of this Agreement. The Lender hereby authorizes the Borrower and its agents and representatives, from and after the Effective Time, to file UCC-3 termination statements, mortgage discharges and any other filings necessary to consummate the terminations and releases contemplated by the Agreement without the signature or further action by the Lender.

Section 6. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications to any party or given under this Agreement will be in writing and delivered personally, by overnight delivery or courier, by registered mail or by telecopier (with confirmation received) to the parties at the address or telecopy number specified for such parties on the signature pages hereto (or at such other address or telecopy number as may be specified by a party in writing given at least five business days prior thereto). All notices, requests, demands and other communications will be deemed delivered when actually received.

(b) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

(c) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the state of New York applicable to contracts executed in and to be performed entirely within such jurisdiction, without reference to conflicts of laws provisions.

(d) Entire Agreement. This Agreement contains and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

(e) Waiver of Jury Trial. EACH OF THE BORROWER AND THE LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY ACTION, SUIT OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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

Martinrea of America, Inc.

By: _____
Name:
Title:

Cerberus Pilot Holdings, LLC

By: Pilot Manager, LLC, its Manager

By: _____
Name:
Title:

1. Guarantee and Pledge Agreement and Irrevocable Proxy, dated as of December 31, 2002, by and between Martinrea International, Inc. and Cerberus Pilot Holdings, LLC.
2. Guarantee and Security Agreement, dated as of December 31, 2002, by and among each of the Guarantors party thereto, and Cerberus Pilot Holdings, LLC.
3. Subordination Agreement, dated as of December 31, 2002, by and among Martinrea of America, Inc., Martinrea International Inc., the Pilot Companies party thereto and Cerberus Pilot Holdings, LLC.
4. Mortgage, Security Agreement and Fixture Filing in respect of 2319 Bishop Circle East, Dexter, Michigan, 48130.
5. Mortgage, Security Agreement and Fixture Filing in respect of 500 Industrial Drive, Clare Michigan, 48617.
6. Mortgage, Security Agreement and Fixture Filing in respect of 603 East Church Street, Reed City, Michigan, 49677.

UCC FILINGS

| Debtor Name | Secured Party | Jurisdiction | File Number |
|----------------------------------------------|------------------------------|----------------------------------------|--------------------|
| Martinrea Industries, Inc. | Cerberus Pilot Holdings, LLC | Delaware Secretary of State | 2326998 6 |
| Martinrea Pilot Acquisition, LLC | Cerberus Pilot Holdings, LLC | Delaware Secretary of State | 2326971 3 |
| Martinrea Pilot Acquisition II, LLC | Cerberus Pilot Holdings, LLC | Delaware Secretary of State | 2326985 3 |
| P-Vest, L.L.C. | Cerberus Pilot Holdings, LLC | Delaware Secretary of State | 2326993 7 |
| Lincoln Park Test Lab, L.L.C. | Cerberus Pilot Holdings, LLC | Delaware Secretary of State | 2326983 8 |
| Martinrea International Inc. | Cerberus Pilot Holdings, LLC | District of Columbia Recorder of Deeds | 2003000332 |
| Pilot Developments de Mexico, S.A. | Cerberus Pilot Holdings, LLC | District of Columbia Recorder of Deeds | 2003000333 |
| Industrias Pilot de Mexico, S.A. de C.V. | Cerberus Pilot Holdings, LLC | District of Columbia Recorder of Deeds | 2003000331 |
| Pilot Automotive Fluid Handling Systems GmbH | Cerberus Pilot Holdings, LLC | District of Columbia Recorder of Deeds | 2003000336 |

The collateral assignment of the items of intellectual property listed on Annex I and Annex II hereto, which collateral assignment has been filed with the U.S. Patent and Trademark Office:

MARTINREA INDUSTRIES, INC. (F/K/A PILOT INDUSTRIES, INC.)

Issued Patents

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|---------------------|----------------|-----------------------------------------------------------------------------|--------------------------------|--------------------------------------|---------------|
| PII-10202/04 | United States | QUICK CONNECT COUPLING FOR A FUEL TANK File Type: Patent | 033,354 3/18/1993 | 5,310,226 5/10/1994 | ISSUED |
| PII-11003/04 | United States | FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/265,679 6/24/1994 | 5,759,329 6/2/1998 | ISSUED |
| PII-11004/04 | United States | FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/403,303 3/14/1995 | 5,958,532 9/28/1999 | ISSUED |
| PII-11005/04 | United States | FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/707,663 9/4/1996 | 5,916,404 6/29/1999 | ISSUED |
| PII-12102/04 | United States | QUICK CONNECT COUPLING File Type: Patent | 08/064,907 5/24/1993 | 5,988,705 11/23/1999 | ISSUED |
| PII-13002/04 | United States | SOFT X-RAY IMAGING DEVICE File Type: Patent | 08/232,839 4/25/1994 | 5,491,331 2/13/1996 | ISSUED |
| PII-13003/04 | United States | SOFT X-RAY IMAGING DEVICE File Type: Patent | 08/427,342 4/24/1995 | 5,504,324 4/2/1996 | ISSUED |
| PII-13102/04 | United States | COVER FOR A FUEL TANK SUPPORT STRAP File Type: Patent | 08/199,046 2/17/1994 | 5,445,351 8/29/1995 | ISSUED |
| PII-13203/04 | United States | FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 08/403,499 3/14/1995 | 5,554,425 9/10/1996 | ISSUED |

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|--------------|---------------|-------------------------------------------------------------------------------|--------------------------|-------------------------------|--------|
| PII-13204/04 | United States | METHOD OF PREPARING A FLUOROPOLYMER COMPOSITE File Type: Patent | 08/499,207 7/7/1995 | 5,500,257 3/19/1996 | ISSUED |
| PII-13402/04 | United States | NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent | 07/754,531 9/4/1991 | 5,212,864 5/23/1993 | ISSUED |
| PII-13502/04 | United States | NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent | 08/056,835 5/3/1993 | 5,385,179 1/31/1995 | ISSUED |
| PII-14102/04 | United States | QUICK CONNECT COUPLING File Type: Patent | 08/267,887 6/28/1994 | 5,527,072 6/18/1996 | ISSUED |
| PII-14402/04 | United States | INSULATED FLUID COUPLING ASSEMBLY File Type: Patent | 08/389,120 2/15/1995 | 5,553,896 9/10/1996 | ISSUED |
| PII-15002/04 | United States | PRECOCKED QUICK CONNECT COUPLING File Type: Patent | 08/456,468 6/1/1995 | 5,509,695 4/23/1996 | ISSUED |
| PII-15102/04 | United States | MOLDED QUICK CONNECT COUPLING File Type: Patent | 08/445,278 5/22/1995 | 5,553,899 9/10/1996 | ISSUED |
| PII-16102/04 | United States | APPARATUS FOR TESTING EXTRUDED TUBING File Type: Patent | 08/515,272 8/15/1995 | 5,651,999 7/29/1997 | ISSUED |
| PII-16502/04 | United States | SYSTEM FOR FORMING A METAL TUBING File Type: Patent | 08/563,492 11/28/1995 | 5,738,723 4/14/1998 | ISSUED |
| PII-16902/04 | United States | LEAK DETECTION SYSTEM File Type: Patent | 08/515,270 08/15/1995 | 5,553,483 9/10/1996 | ISSUED |
| PII-17102/04 | United States | FUEL TANK VALVE ASSEMBLY File Type: Patent | 08/594,637 2/2/1996 | 5,601,114 2/11/1997 | ISSUED |

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|--------------|---------------|-----------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------|--------|
| PII-17802/04 | United States | HEAT SHIELD AND METHOD OF MANUFACTURING THE HEAT SHIELD File Type: Patent | 08/811,578 3/5/1997 | 5,846,634 12/8/1998 | ISSUED |
| PII-19102/04 | United States | TUBE BENDING APPARATUS File Type: Patent | 08/826,898 4/9/1997 | 5,836,188 11/17/1998 | ISSUED |
| PII-19602/04 | United States | X-RAY SOURCE File Type: Patent | 08/784,836 1/17/1997 | 5,796,805 8/18/1998 | ISSUED |
| PII-20602/04 | United States | QUICK CONNECT COUPLING WITH IMPROVED RETAINER File Type: Patent | 08/967,551 11/10/1997 | 5,971,445 10/26/1999 | ISSUED |
| PII-20902/04 | United States | HOSE COUPLING File Type: Patent | 09/112,496 7/9/1998 | 6,000,729 12/14/1999 | ISSUED |
| PII-21002/04 | United States | BACTERIAL COLONY COUNTER AND CLASSIFIER File Type: Patent | 09/083,723 5/22/1998 | 6,002,789 12/14/1999 | ISSUED |
| PII-21202/04 | United States | X-RAY SOURCE HAVING REMOVABLE CATHODE ASSEMBLY File Type: Patent | 09/095,291 06/10/1998 | 5,970,117 10/19/1999 | ISSUED |
| PII-22302/04 | United States | X-RAY IMAGING SYSTEM FOR DETERMINING AREA DENSITY OF LOW DENSITY SAMPLES File Type: Patent | 09/310,278 5/12/1999 | 6,167,113 12/26/2000 | ISSUED |
| PII-22402/04 | United States | WATER JET STRIPPING PROCESS File Type: Patent | 09/213,966 12/12/1998 | 5,991,995 11/30/1999 | ISSUED |
| PII-22902/04 | United States | PRESS WITH AUTOMATED DIE CHANGE File Type: Patent | 09/354,278 7/15/1999 | 6,213,279 4/10/2001 | ISSUED |
| PII-23002/04 | United States | SYSTEM FOR LOADING RAW MATERIAL AND UNLOADING FINISHED PARTS FROM A COMPRESSION MOLD File Type: Patent | 09/354,277 7/15/1999 | 6,224,363 5/1/2001 | ISSUED |

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|-------------------------|------------------|------------------------------------------------------------|--------------------------------------------|----------------------------------------------|---------------|
| PII-23102/04 | United States | APPARATUS FOR COATING FIBERS File Type: Patent | 09/298,011 4/22/1999 | 6,221,161 4/24/2001 | ISSUED |
| PII-25802/04 | United States | VENT VALVE ASSEMBLY File Type: Patent | 09/707,465 11/7/2000 | 6,338,362 1/15/2002 | ISSUED |
| PII-25902/04 | United States | AUTOMOTIVE FUEL TANK FILL ASSEMBLY File Type: Patent | 09/702,622 10/31/2000 | 6,336,482 1/8/2002 | ISSUED |

MARTINREA INDUSTRIES, INC. (F/K/A PILOT INDUSTRIES, INC.)**Pending Patent Applications**

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|---------------------|----------------|-----------------------------------------------------------------------------|--------------------------------|--------------------------------------|---------------|
| PII-11007/04 | United States | FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent | 09/638,472 8/14/2000 | | PENDING |
| PII-25302/04 | United States | METHOD FOR TREATING IRON BASED PARTS File Type: Patent | 09/844,461 4/27/2001 | | PENDING |
| PII-26402/04 | United States | QUICK CONNECT COUPLING W/CHECK VALVE File Type: Patent | 09/946,105 9/4/2001 | | PENDING |
| PII-26502/04 | United States | DIE ASSEMBLY | 10/003,140 11/15/2001 | | PENDING |
| PII-26602/04 | United States | APPARATUS FOR SHAPING THERMOPLASTIC TUBES File Type: Patent | 09/970,606 10/4/2001 | | PENDING |
| PII-26802/04 | United States | ANNEALING APPARATUS File Type: Patent | 10/136,750 4/30/2002 | | PENDING |
| PII-26902/04 | United States | FUEL TANK SPUD File Type: Patent | 10/021,671 12/12/2001 | | PENDING |
| PII-26903/04 | United States | SPUD ASSEMBLY FOR A FUEL TANK File Type: Patent | 12/12/2002 | | PENDING |
| PII-27002/04 | United States | DEVICE FOR SECURING A HOSE CLAMP TO A HOSE File Type: Patent | 10/003,141 11/15/2001 | | PENDING |
| PII-27102/04 | United States | FUEL FILL TUBE ASSEMBLY File Type: Patent | 10/003,771 11/15/2001 | | PENDING |
| PII-27602/04 | United States | METHOD FOR MANUFACTURING A FLUID COUPLING File Type: Patent | 10/210,150 8/1/2002 | | PENDING |

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|-----------------|------------------|-------------------------------------------------------------------------|----------------------------------|-------------------------------------|---------|
| PII-28202/04 | United States | HOSE ASSEMBLY AND METHOD FOR MAKING THE SAME File Type: Patent | 10/267,064 10/8/2002 | | PENDING |

MARTINREA INDUSTRIES, INC. (F/K/A PILOT INDUSTRIES, INC.)

Trademarks (Pending and Registered)

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|---------------------|----------------|---------------------------------------------------------|--------------------------------|--------------------------------------|---------------|
| PII-10019/04 | United States | P-TEC File Type: Trademark | 306,109 8/21/1992 | 1,785,230 8/3/1993 | ISSUED |
| PII-13319/04 | United States | P-CAP File Type: Trademark | 74/308,947 8/31/1992 | 1,771,451 5/18/1993 | ISSUED |
| PII-13719/04 | United States | E-P-CAP File Type: Trademark | 513,443 4/18/1994 | 1,950,142 1/23/1996 | ISSUED |
| PII-18119/04 | United States | MICRO ARC File Type: Trademark | 75/099,289 5/6/1996 | 2,110,440 11/4/1997 | ISSUED |
| PII-19019/04 | United States | SPARK TECH File Type: Trademark | 74/119,464 6/3/1996 | 2,094,647 9/9/1997 | ISSUED |
| PII-24419/04 | United States | PILOT INDUSTRIES AND DESIGN File Type: Trademark | 75/890,857 1/6/2000 | | PENDING |
| PII-24480/04 | United States | PILOT INDUSTRIES & DESIGN File Type: Trademark | 75,980,461 1/6/2000 | | PENDING |
| PII-25119/04 | United States | PILOT FUEL MANAGEMENT SOLUTIONS File Type: Trademark | 75/931,834 2/28/2000 | | PENDING |
| PII-25219/04 | United States | PFM SOLUTIONS File Type: Trademark | 75/931,835 2/28/2000 | | PENDING |
| PII-27219/04 | United States | ZLT File Type: Trademark | 76/310,947 9/10/2001 | | PENDING |
| PII-16802/04 | United States | HYDRAULIC PORT FITTING File Type: Patent | 08/230,972 5/14/1996 | 5,516,156 5/14/1996 | ISSUED |
| PII-16803/04 | United States | HYDRAULIC PORT FITTING File Type: Patent | 08/409,206 03/23/1995 | 5,516,157 5/14/1996 | ISSUED |

| OUR FILE NO. | COUNTRY | TITLE | SERIAL NO./ FILING DATE | PATENT OR REG. NO. ISSUE DATE | STATUS |
|--------------|---------------|------------------------------------------------------------------------------|-------------------------|-------------------------------|--------|
| PII-16804/04 | United States | TRANSVERSE HYDRAULIC COUPLING W/LIPPED PORT File Type: Patent | 08/232,734 4/25/1994 | 5,533,764 7/9/1996 | ISSUED |
| PII-16805/04 | United States | CRIMPED TUBE-TO-PORT HYDRAULIC FITTINGS File Type: Patent | 08/269,841 7/1/1994 | 5,533,765 7/9/1996 | ISSUED |
| PII-19802/04 | United States | HYDRAULIC COUPLING File Type: Patent | 07/293,392 1/4/1989 | 4,934,742 6/19/1990 | ISSUED |
| PII-19803/04 | United States | ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent | 08/293,392 6/5/1990 | 5,115,550 5/26/1992 | ISSUED |
| PII-19804/04 | United States | ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent | 823,894 1/22/1992 | 5,197,769 3/30/1993 | ISSUED |
| PII-19902/04 | United States | HYDRAULIC COUPLING File Type: Patent | 520,216 5/8/1990 | 5,060,988 10/29/1991 | ISSUED |
| PII-20002/04 | United States | HYDRAULIC FITTING WITH O-RING SEAL END STOP File Type: Patent | 520,537 5/8/1990 | 5,076,616 12/31/1991 | ISSUED |
| PII-20102/04 | United States | BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING SAME File Type: Patent | 08/193,902 2/9/1994 | 5,358,168 10/25/1994 | ISSUED |
| PII-20202/04 | United States | HYDRAULIC HOSE ADAPTER WITH O-RING SEAL File Type: Patent | 493,222 5/10/1983 | 4,458,926 7/10/1984 | ISSUED |
| PII-20302/04 | United States | BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING SAME File Type: Patent | 192,716 2/7/1994 | 5,439,257 8/8/1995 | ISSUED |

Schedule IV to
Termination and Release

| Entity Name | Owner of Shares | Number of Shares | Certificate Number |
|---------------------------------------------|-------------------------------------|-------------------------|---------------------------|
| Industrias Pilot de Martinrea, S.A. de C.V. | Martinrea Pilot Acquisition, LLC | 49,999 | 8 |
| Industrias Pilot de Martinrea, S.A. de C.V. | Martinrea Pilot Acquisition II, LLC | 1 | 9 |
| Pilot Developments de Mexico, S.A. de C.V. | Martinrea Pilot Acquisition, LLC | 49,999 | 8 |
| Pilot Developments de Mexico, S.A. de C.V. | Martinrea Pilot Acquisition II, LLC | 1 | 9 |