

12-29-2003

Form PTO-1595
(Rev. 03/01)

RE

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

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

TOLEDO TECHNOLOGIES INC.

12/19/03

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

Execution Date: November 10, 2003

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)

B. Patent No.(s) 4,799,464

Additional numbers attached? ☒ Yes ☐ No

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

Name: Paul Somelofske

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022-3598

6. Total number of applications and patents involved: 18

7. Total fee (37 CFR 3.41).....\$ 720.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Paul Somelofske

Name of Person Signing

Paul Somelofske

Signature

12-18-03

Date

12/24/2003 ECDOOPER 00000089 4799464

Total number of pages including cover sheet, attachments, and documents: 11

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720.00 All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014836 FRAME: 0908

CONTINUATION OF SECTION 4.B.**(Patent No.(s))****PATENT NO.(S)**

<u>Patent</u>	<u>Issue Date</u>	<u>Patent No.</u>
BOAT-TYPE ROCKER ARM ASSEMBLY	01/24/1989	4,799,464
COLD-FORMED ROCKER ARM WITH CAM-CONTACTING ROLLER	01/10/1989	4,796,483
ROCKER ARM AND METHOD OF MAKING SAME	11/25/1986	4,624,223
ROCKER ARM WITH INTEGRAL BALL PIVOT SOCKET	08/13/1991	5,038,726
ROCKER ARM WITH LUBRICATION PROVISIONS	11/12/1991	5,063,889
ROCKER ARM	09/17/1991	5,048,475
ROCKER ARM WITH CAM-CONTACTING ROLLER	10/06/1987	4,697,473
PEDESTAL MOUNTED ROCKER ARM WITH BUSHING	06/23/1992	5,123,384
ROCKER ARM FOR OPERATING TWO VALVES	04/03/1990	4,913,104
ROCKER ARM OF THE CAM-FOLLOWER TYPE FOR OPERATING TWO VALVES	11/09/1993	5,259,346
ROCKER ARM OF THE CAM-FOLLOWER TYPE WITH RIBS	05/02/1989	4,825,717
COMPACT ROLLER FOLLOWER	09/01/1998	5,799,546
LOW-FRICTION, BOAT-TYPE ROCKER ARM	07/18/1989	4,848,180
BOAT-TYPE ROCKER ARM WITH STIFFENING MEMBER	05/04/1993	5,207,191
INTERCHANGEABLE ROCKER ARM ASSEMBLY	05/15/2001	6,230,676
FINGER FOLLOWER	11/16/1999	5,983,848

FLAT ROCKER ARM HAVING A CLEVIS	11/05/2002	6,474,282
ROCKER ARM ASSEMBLY HAVING A SPRING CLIP VALVE GUIDE	12/10/2002	6,491,012

GRANT OF SECURITY

(PATENTS)

WHEREAS, TOLEDO TECHNOLOGIES INC. (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, are parties to the Credit Agreement dated as of November 10, 2003, and Assignee and the Lenders are desirous of having a security interest and lien on the above-identified property as security for all Obligations, as defined in the Agreement;

WHEREAS, Assignor has entered into a Security Agreement, dated as of November 10, 2003 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and lien on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), as security for all Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a continuing security interest in, and lien on, the Collateral as security for all Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and lien on the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 10th day of November, 2003.

TOLEDO TECHNOLOGIES INC.

By: 

Name: Matthew R. Frier

Title: Vice President and Treasurer

STATE OF New Jersey) ss.:
COUNTY OF Sussex)

On this 10th day of November, 2003, before me personally appeared Matthew Trill, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Toledo Technologies Inc., who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich
Notary Public

"Official Seal"
Linda Oliver Budich
Notary Public, State of New Jersey
My Commission Expires Aug. 2, 2005

SCHEDULE A TO GRANT OF SECURITYPATENTS

Title	Jurisdiction	Pat. No. (App. No.)	Issue Date (App. Date)	Status/Comments
Boat-type rocker arm assembly	USA	4,799,464	01/24/1989	Issued; General Motors Corporation listed as co-owner.
Cold-formed rocker arm with cam-contacting roller	USA	4,796,483	01/10/1989	Issued
Rocker arm and method of making same	USA	4,624,223	11/25/1986	Issued
Rocker arm with integral ball pivot socket	USA	5,038,726	08/13/1991	Issued
Rocker arm with lubrication provisions	USA	5,063,889	11/12/1991	Issued
Rocker arm	USA	5,048,475	09/17/1991	Issued
Rocker arm with cam-contacting roller	USA	4,697,473	10/06/1987	Issued
Pedestal mounted rocker arm with bushing	USA	5,123,384	06/23/1992	Issued
Rocker arm for operating two valves	USA	4,913,104	04/03/1990	Issued
Rocker arm of the cam-follower type for operating two valves	USA	5,259,346	11/09/1993	Issued
Rocker arm of the cam-follower type with ribs	USA	4,825,717	05/02/1989	Issued
Compact roller follower	USA	5,799,546	09/01/1998	Issued
Low-friction, boat-type rocker arm	USA	4,848,180	07/18/1989	Issued
Boat-type rocker arm with stiffening member	USA	5,207,191	05/04/1993	Issued
Interchangeable rocker arm assembly	USA	6,230,676	05/15/2001	Issued
Finger follower	USA	5,983,848	11/16/1999	Issued.

Title	Jurisdiction	Pat. No. (App. No.)	Issue Date (App. Date)	Status/Comments
Flat rocker arm having a clevis	USA	6,474,282	11/05/2002	Issued
Rocker arm assembly having a spring clip valve guide	USA	6,491,012	12/10/2002	Issued

4,799,464

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT TOLEDO TECHNOLOGIES INC., a Delaware corporation, with its principal office at 28271 Cedar Park Bld., Perrysburg, OH 43551, (hereinafter called the "Assignor"), hereby appoints and constitutes Bank of America N.A., a national banking association, as agent (in its capacity as agent, together with any successor in such capacity, referred to herein as the "Assignee") for the financial institutions (the "Lenders") now or hereafter being parties to the Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), among the Assignor, certain affiliates of the Assignor, Assignee, Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor upon and during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

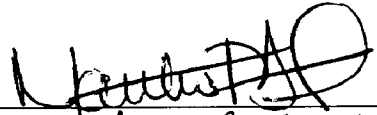
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement, dated the date hereof, among the Assignor the Assignee and certain other Grantors and takes effect solely for the purposes of Section 23 thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment and performance in full in cash of all "Obligations" as defined in such Security Agreement and the expiration or termination of all of the Commitments

(as defined in the Credit Agreement) of the Lenders under the Credit Agreement and the cancellation and of all Letters of Credit (as defined in the Credit Agreement) issued pursuant to the Credit Agreement (or to the extent not so cancelled and returned, the deposit with the Assignee of Supporting Letters of Credit (as defined in the Credit Agreement) for such outstanding Letters of Credit (or related Credit Support, as defined in the Credit Agreement) in accordance with and as required by the Credit Agreement).

Dated: November 10, 2003

TOLEDO TECHNOLOGIES INC.

By: 

Name: Matthew R. Friel

Title: Vice President and Treasurer

STATE OF New Jersey)
COUNTY OF Sussex) ss.:

On this 10th day of November, 2003, before me personally appeared Matthew Friel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Toledo Technologies Inc., who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich
Notary Public

"Official Seal"
Linda Oliver Budich
Notary Public, State of New Jersey
My Commission Expires Aug. 2, 2005