


Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents, or the new address(es) below.	
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  Tinnerman Palnut Engineered Products, LLC  Execution Date(s) <u>November 1, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>BNP Paribas, as Administrative Agent under Term Loan Credit Agreement</u> Internal Address: _____  Street Address: <u>One Front Street</u>  City: <u>San Francisco</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>94111</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) Please see attached Schedule A B. Patent No.(s) Please see attached Schedule A  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Scott D. Sanford, Esq.</u> Internal Address: <u>O'Melveny &amp; Myers LLP</u>  Street Address: <u>275 Battery Street</u>  City: <u>San Francisco</u> State: <u>California</u> Zip: <u>94111</u> Phone Number: <u>415-984-8700</u> Fax Number: <u>415-984-8701</u> Email Address: <u>ssanford@omm.com</u>	<b>6. Total number of applications and patents involved:</b> <u>28</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ <u>1,120.00</u></b> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)  <b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>50-0639</u> Authorized User Name <u>Scott D. Sanford</u>
<b>9. Signature:</b>  Signature  Scott D. Sanford, Esq. Name of Person Signing	<u>November 2, 2004</u> Date  Total number of pages including cover sheet, attachments, and documents: <u>6</u>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$1120.00 500639 10643931

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

<b>TITLE</b>	<b>PATENT/ APP NO.</b>	<b>ISSUED/FILED</b>
Headlight Adjuster Gear Assembly	4,665,469	May 12, 1987
Fastener Assembly for Cylindrical Opening	4,735,534	April 5, 1988
Headlight Position Adjustment Assembly	4,796,494	January 10, 1989
Stud & Stud Retaining Fastener Assembly	4,834,603	May 30, 1989
Push-nut Type Fastener	4,911,594	March 27, 1990
Tube Union Reinforcing Clip	4,913,468	April 3, 1990
Push-in Fastener Clip	4,925,351	May 15, 1990
Push-in Fastener	5,108,239	April 28, 1992
Twist-off Pushnut Fastener	5,110,246	May 5, 1992
Push-on Type Fastener for Automatic Feed and Installation Equipment	5,195,860	March 23, 1993
Clip-On Fastener	5,256,018	October 26, 1993
Tube Clip*	5,567,074	October 22, 1996
Snap-In Fastener	5,593,263	January 14, 1997
Trim Clip	5,774,949	July 7, 1998
Headlight Position Adjustment Assembly	5,775,795	July 7, 1998
Pushnut for Use in Conjunction with a Cylindrical Shaft having a Pair of Opposed Flat Surfaces	5,803,692	September 18, 1998
Prevailing Torque Clip for Thin Wall Panel	5,829,934	November 3, 1998
Thread Nut Expansion Fastener	5,873,690	February 23, 1999
Caged Nut Fastener	5,893,694	April 13, 1999
Multi-Threaded Nut Assembly having Tilted Barrel-Section	5,961,264	October 5, 1999
Combined Light Shield and Heat Shield for Headlight	5,993,035	November 30, 1999
Push Nut	6,095,734	August 1, 2000
Vehicle Headlamp Aiming Device	6,142,654	November 7, 2000
Flexible Adjuster for Headlamps	6,146,005	November 14, 2000
Retaining Clip for Computer Expansion Card	6,401,311	June 11, 2002
Retaining Clip for Computer Expansion Card	6,499,198	September 3, 2002
Headlamp Adjusting Attachment Nut	6,443,607	December 31, 2002
Fastener for Internal Refrigerator/Freezer Elements	10/643,931	June 18, 2003

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, TINNEMAN PALNUT ENGINEERED PRODUCTS, LLC**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, TPEP Acquisition, Inc., a Delaware corporation ("**Company**"), has entered into a Term Loan Credit Agreement dated as of November 1, 2004 (said Term Loan Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with TPEP Holdings, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of November 1, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue

for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

Further, the provisions of this Grant of Patent Security Interest are subject to the terms of that certain Intercreditor Agreement dated as of November 1, 2004 by and among the Administrative Agents (as such term is defined therein). To the extent there is any conflict between the terms of this Grant of Patent Security Interest and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of NOVEMBER, 2004.

**TINNERMAN PALNUT ENGINEERED  
PRODUCTS, LLC**

By: 

Name: Scott A. Lyons, Jr.

Title: Secretary

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