

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Bulk Molding Compounds, Inc.</td><td>05/09/2005</td></tr><tr><td>TMC Acquisition, Inc.</td><td>05/09/2005</td></tr><tr><td>Maxwell Properties, LLC</td><td>05/09/2005</td></tr></tbody></table>		Name	Execution Date	Bulk Molding Compounds, Inc.	05/09/2005	TMC Acquisition, Inc.	05/09/2005	Maxwell Properties, LLC	05/09/2005				
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Fifth Third Bank</td></tr><tr><td>Street Address:</td><td>233 South Wacker Drive</td></tr><tr><td>Internal Address:</td><td>Sears Tower</td></tr><tr><td>City:</td><td>Chicago</td></tr><tr><td>State/Country:</td><td>ILLINOIS</td></tr><tr><td>Postal Code:</td><td>60606</td></tr></table>		Name:	Fifth Third Bank	Street Address:	233 South Wacker Drive	Internal Address:	Sears Tower	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606
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PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6576170</td></tr><tr><td>Patent Number:</td><td>6248467</td></tr></tbody></table>		Property Type	Number	Patent Number:	6576170	Patent Number:	6248467						
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Patent Number:	6576170												
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CORRESPONDENCE DATA													
Fax Number: (312)609-5005 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 312-609-7838													
Email: tsettle@vedderprice.com													
Correspondent Name: Tammy S. Settle													
Address Line 1: 222 North LaSalle Street													
Address Line 4: Chicago, ILLINOIS 60601													
ATTORNEY DOCKET NUMBER:	31417.00.0018/TSS												
NAME OF SUBMITTER:	Tammy S. Settle												

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Total Attachments: 9

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PATENT

REEL: 016641 FRAME: 0113

**AMENDED AND RESTATED
PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "**Agreement**") is dated as of May 9, 2005 and is made by and among **BULK MOLDING COMPOUNDS, INC.**, an Illinois corporation ("**BMCI**"), **TMC ACQUISITION, INC.**, an Illinois corporation ("**Acquisition**") and **MAXWELL PROPERTIES, L.L.C.**, an Illinois limited liability company ("**Maxwell**"; and together with BMCI and Acquisition, collectively, the "**Borrower**"; and **FIFTH THIRD BANK (CHICAGO)** ("**Fifth Third**"), as agent for the Lenders referred to below (Fifth Third, in such capacity "**Agent**").

RECITALS

WHEREAS, the BMCI and Fifth Third entered into that certain Loan and Security Agreement dated as of November 1, 1998 (as amended, supplemented, restated or otherwise modified from time to time, the "**Original Credit Agreement**") pursuant to which Fifth Third agreed to make Revolving Loans and certain Term Loans to the BMCI, subject in each case to the terms and conditions of the Original Credit Agreement;

WHEREAS, BMCI and Fifth Third amended and restated the Original Credit Agreement pursuant to the terms of the (i) Amended and Restated Loan and Security Agreement dated as of June 26, 2002 and (ii) Second Amended and Restated Loan and Security Agreement dated as of _____, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Original Credit Agreement**");

WHEREAS, Borrower, Agent and the financial institutions party thereto (the "**Lenders**") are entering into a Third Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, to secure the repayment of all amounts payable under the Credit Agreement and the Loan Documents (as defined in the Credit Agreement), the Agent has required that it be granted a valid security interest in and to all, among other things, now existing and hereafter arising patents and patent applications used in the business of the Borrower; and

WHEREAS, the Borrower owns the United States and foreign patents and patent applications listed on **Schedule A** annexed hereto, which patents and patent applications are for any inventions or innovations used by the Borrower in its business pursuant to a license granted by or other authorization of the Borrower, and, in addition, the Borrower may hereafter own other patents and patent applications used by the Borrower in its business.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Revolving Loans, the parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. To secure the payment and performance of all indebtedness and other obligations and liabilities of the Borrower to the Lenders of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising under or in connection with the Credit Agreement and the Loan Documents (as defined in the Credit Agreement), the Borrower hereby grants to the Agent, for the benefit of the Lenders, a lien and security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

(1) each patent and patent application, including, without limitation, each patent and patent application described in Schedule A annexed hereto, together with any reissues, continuations or extensions thereof;

(2) each patent license, including, without limitation, each patent license described in Schedule A annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule A annexed hereto, any patent issued pursuant to a patent application referred to in Schedule A and any patent licensed under any patent license listed on Schedule A annexed hereto.

3. Representations and Warranties. The Borrower represents and warrants to and covenants with the Agent and Lenders that:

(a) The Borrower is the present owner of the entire right, title and interest in and to the Patent Collateral described in Schedule A hereto and, to the best of its knowledge, Borrower has good and indefeasible title thereto.

(b) The Patent Collateral is free and clear of all security interests, liens and encumbrances, except Permitted Liens.

(c) The Borrower has not granted any licenses, rights or privileges in or to the Patent Collateral to any party except the Agent, for the benefit of the Lenders.

(d) To the best of the Borrower's knowledge, the Borrower may use the Patent Collateral free and clear of the infringement of the rights of others.

(e) The Borrower has not commenced and has not threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any of the Borrower's rights in the Patent Collateral.

(f) No Person has commenced or, to the best of the Borrower's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Patent Collateral is unenforceable or violates any right or interest of such Person.

(g) The Patent Collateral on Schedule A constitute all of the United States patent and patent applications owned by the Borrower which are used in the business of the Borrower.

(h) The Borrower has not and will not make any agreement or assignment in conflict with this Agreement.

(i) To the best of the Borrower's knowledge, the patent applications set forth in Schedule A have been duly and properly filed and the patents to be issued pursuant thereto will be, upon issuance, valid and enforceable.

4. Maintenance and Enforcement of Patent Collateral. The Borrower agrees to provide the Agent with supplemental documentation necessary to record and perfect this Agreement with the relevant offices in the countries in which the Borrower has patents and patent applications as set forth in Schedule A. The Borrower shall not take any action, nor permit any action to be taken by others subject to the Borrower's control, including licensees, or fail to take any action regarding any matter of which the Borrower has knowledge, which would affect the validity and enforcement of any of the Patent Collateral, or impair the value of any of the Patent Collateral. Subject to the other provisions of this Agreement, the Borrower shall assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Agent, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with the Patent Collateral.

5. Notice of Proceedings. The Borrower promptly shall notify the Agent, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Patent Collateral or alleges infringement of another patent by any of the Patent Collateral, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any of the Patent Collateral or on the Borrower's rights therein, and the Borrower shall, on written request of the Agent, deliver to the Agent a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Agent fully advised in writing of the progress of any such suit or proceeding.

6. Issuance of Patent: New Applications. The Borrower shall promptly notify the Agent of (i) the filing of any new patent application by the Borrower with respect to an invention or innovation which is used by the Borrower in its business and (ii) the issuance of any patent pursuant to any previously filed application including, without limitation, the patent applications set forth in **Schedule A** hereto. Each of such new applications and each newly issued patent shall be subject to the terms and conditions of this Agreement and come within the term "Patent Collateral" as set forth herein. In addition, the Borrower shall provide the Agent, on request,

such documents and instruments, each in a form acceptable to counsel for the Agent, as may be necessary to grant to the Agent, for the benefit of the Lenders, and to perfect, a valid enforceable security interest in such new applications and patents.

7. Documents Relating to Patent Collateral. Upon written request by the Agent, the Borrower shall deliver to the Agent copies of any patent applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of any patent which is a part of the Patent Collateral.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) if the Borrower fails to perform, keep or observe any term, provision, condition or covenant contained in this Agreement which the Borrower is required to be performed, kept or observed and such failure is not cured within 30 days after written notice thereof from the Agent to the Borrower;

(b) if any representation or warranty made by the Borrower herein is breached or is false or misleading in any material respect; or

(c) the occurrence of an "Event of Default" under the Credit Agreement.

9. Remedies. After the occurrence of and during the continuance of an Event of Default, the Agent and the Lenders shall have all of the rights, remedies and benefits of a secured party under applicable law, including without limitation, all of the rights, remedies and benefits of a secured party under the Uniform Commercial Code, whether or not the Uniform Commercial Code is applicable, and, in addition, the Agent may grant licenses, rights or other privileges in, or otherwise take whatever action with respect to, the Patent Collateral that the Agent deems necessary or appropriate under the circumstances. The Borrower hereby appoints and designates the Agent as its attorney to take, during the continuance of an Event of Default, in the name of either the Borrower or the Agent, such action as the Agent, in its sole discretion, deems necessary or appropriate under the circumstances to protect the Patent Collateral and the security interest of the Agent therein, but the Agent shall not be required to take any such action.

10. Fees and Expenses. The Borrower agrees to pay on demand any and all costs, charges, fees and other expenses incurred by the Agent in connection with this Agreement and the enforcement thereof including, without limitation, the fees and expenses of counsel employed by the Agent (i) with respect to the amendment or enforcement of this Agreement or with respect to the any of the Patent Collateral, (ii) to represent the Agent in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Agent, the Borrower or any other Person) in any way or respect relating to this Agreement or any of the Patent Collateral or (iii) to enforce any of the Agent's rights hereunder including, without limitation, any action to protect, collect, sell, liquidate or otherwise dispose of any of the Patent Collateral. In addition, following the occurrence of an Event of Default, Borrower shall reimburse each Lender for all costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees, incurred by such Lender in connection with the (i) collection,

protection or enforcement of any rights in or to the Patent Collateral and (ii) administration and enforcement of any of Lenders' rights under this Agreement.

11. Governing Law; Jury Trial; Severability. This Agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Borrower and rights of the Agent shall be in addition to and not in limitation of those provided by applicable law.

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE AGENT'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE BORROWER BY THE AGENT IN ACCORDANCE WITH THIS SECTION.

12. Notices. All notices, requests and demands to or upon the parties shall be given by (i) certified mail; (ii) by hand delivery; or (iii) by courier service (including overnight delivery service such as Federal Express). Notices shall be deemed to have been given (a) in the case of notice by certified mail, five days after deposit thereof in the United States mails, postage prepaid, return receipt requested, and (b) in all other cases, upon receipt of the notice. Copies of notices directed to a party which are required to be sent to other persons shall be deemed received by such other persons on the date on which the party receives such notice.

Notices to the Borrower shall be directed as follows:

Bulk Molding Compounds, Inc.
1600 Powis Court
West Chicago, Illinois 60185
Attention: President

Notices in writing to the Agent shall be directed as follows:

Fifth Third Bank (Chicago)
233 South Wacker Drive
Suite 440
Chicago, Illinois 60606
Attention: Joshua Van Manen

13. Release of Security Interest. Upon payment in full of all obligations of the Borrower arising under or in connection with the Credit Agreement and the termination of the Revolving Loan Commitment thereunder, the Agent agrees to release and take such further action as may be necessary or advisable to evidence such release and termination of its security interest set forth herein.


14. AMENDMENT AND RESTATEMENT. This agreement is intended to amend and restate the Patent Security Agreement dated as of November 1, 1998 between BMCI and Fifth Third (the "**Prior Agreement**") in its entirety, without novation, and, solely for the convenience of reference, to restate it. All obligations BMCI had under the Prior Agreement shall be continued hereunder. The parties acknowledge and agree that any reference to the Prior Agreement in the other Loan Documents shall mean and be references to this Agreement.

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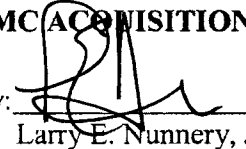
(Signature page to Patent Security Agreement)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

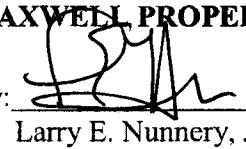
BULK MOLDING COMPOUNDS, INC.

By: 
Larry E. Nunnery, Jr.
Chairman and CEO

TMC ACQUISITION, INC.

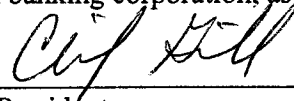
By: 
Larry E. Nunnery, Jr.
Chairman and CEO

MAXWELL PROPERTIES, L.L.C.

By: 
Larry E. Nunnery, Jr.
Manager

(Signature page to Patent Security Agreement)

FIFTH THIRD BANK (CHICAGO), a
Michigan banking corporation, as Agent

By: 
Vice President

Schedule A
to Amended and Restated Patent Security Agreement

- 6,576,170 B1 (Gas-assisted injection molding of thermosetting polymers)
- 6,248,467 B1 (Composite bipolar plate for electrochemical cells)