

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Tinnerman Palnut, Inc.	11/04/2005
RECEIVING PARTY DATA	
Name:	BNP Paribas, as Administrative Agent under Term Loan Credit Agreement
Street Address:	One Front Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6152271
Patent Number:	6273224
Patent Number:	5950775
CORRESPONDENCE DATA	
Fax Number:	(415)984-8701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4159848700
Email:	ssanford@omm.com
Correspondent Name:	Scott D. Sanford
Address Line 1:	275 Battery Street
Address Line 2:	O'Melveny & Myers LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
NAME OF SUBMITTER:	Scott D. Sanford

CH \$120.00 6152271

Total Attachments: 4
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, TINNERMAN PALNUT, INC., a Delaware corporation ("**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, Tinnerman Palnut Engineered Products, Inc. (successor to 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 "**Term Loan 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 Term Loan 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 Term Loan 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, Grantor has executed and delivered that certain Guaranty dated as of November 1, 2004 (said Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Term Loan Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; 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.

THIS GRANT OF PATENT SECURITY AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

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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 4 day of November, 2005.

TINNERMAN PALNUT, INC.

By: 
Name: James E. Finley
Title: President

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

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor(s)</u>
6,152,271	November 28, 2000	Shock Absorber Mounted Electromagnetically Operated Damper Valve	Muchlis Achmad
6,273,224	August 14, 2001	Shock Absorber Mounted Electromagnetically Operated Damper Valve	Muchlis Achmad
5,950,775	September 14, 1999	In tube shock absorber mounted electromagnetically operated damper valve and shock absorber including adaptor	Muchlis Achmad