

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patent Rights - Second Lien
CONVEYING PARTY DATA	
Name	Execution Date
Midwest Stamping, Inc.	07/21/2006
RECEIVING PARTY DATA	
Name:	Lehman Commerical Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5501495
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7609
Email:	ksolomon@stblaw.com
Correspondent Name:	Kirstie Howard, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	053113/1959
NAME OF SUBMITTER:	Kirstie Howard
<p>Total Attachments: 7</p> <p>source=MWStamp2#page1.tif</p> <p>source=MWStamp2#page2.tif</p> <p>source=MWStamp2#page3.tif</p>	

OP \$40.00 5501495

**500135995**

**PATENT**  
**REEL: 018061 FRAME: 0759**

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of July 21, 2006, is made by Midwest Stamping, Inc., an Ohio corporation (the "Grantor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the "Agent") for the Lenders (as defined in the Second Lien Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of July 21, 2006, among BHM Technologies, LLC (the "Borrower"), the Agent, and the banks and other financial institutions (the "Lenders") from time to time parties thereto (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 21, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their extensions of credit and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Patent Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MIDWEST STAMPING, INC.


By: Ray Van der Kooi  
Name: RAY VAN DER KOOI  
Title: TREASURER AND  
ASSISTANT SECRETARY

Patent Second Lien Security Interest (Midwest)

PATENT  
REEL: 018061 FRAME: 0763

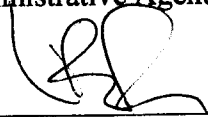
STATE OF )  
 ) ss  
COUNTY OF )

On the 21 day of July, 2006, before me personally came RAY VANDERKOOI,  
who is personally known to me to be the TREASURER AND  
ASSISTANT SECRETARY of Midwest Stamping, Inc., an  
Ohio corporation; who, being duly sworn, did depose and say that she/he is the  
TREASURER AND  
ASSISTANT SECRETARY in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

  
Notary Public

SARAH SUMSION  
Notary Public, State of New York  
No. 01SU6116600  
Qualified in Queens County  
(PLACE STAMP AND SEAL ABOVE)  
Commission Expires Oct. 4, 2008

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By:   
Name: Larrie Perper  
Title: Signatory

Patent Second Lien Security Interest (Midwest)

PATENT  
REEL: 018061 FRAME: 0765

STATE OF New York )  
COUNTY OF New York ) ss

On the 21<sup>st</sup> day of July, 2006, before me personally came Ms. Laurie Perper New York  
who is personally known to me to be the signatory of Midwest Stamping, Inc., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the  
Admin. Agent for Leanders in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

NOOR TANRITANIR  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01TA6096954  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES AUG. 11, 2007

[Signature]  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



## **SCHEDULE A**

### **U.S. Patents**

<b>Patent Description</b>	<b>Patent Number</b>	<b>Issued</b>
AUTOMOBILE DOOR STRIKER ASSEMBLY	5,501,495	3/26/96