

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Cadillac Rubber & Plastics, Inc.	08/11/2006

RECEIVING PARTY DATA

Name:	Jeffries Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6550752
Patent Number:	6276671
Patent Number:	4657232
Application Number:	11214646
Application Number:	11107023
Patent Number:	6983820
Patent Number:	5641445
Application Number:	10511013
Patent Number:	5002094
Application Number:	10709152
Patent Number:	6899360
Patent Number:	5445360
Patent Number:	5624624
Patent Number:	5773046
Patent Number:	4697795

PATENT

500140413

REEL: 018132 FRAME: 0236

CH \$640.00 6550752

Patent Number:

5941286

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-8352

Email: bnixon@jonesday.com, sdbryan@jonesday.com

Correspondent Name: Brett Nixon

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Brett Nixon

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 11, 2006 (this "Agreement"), between Jefferies Finance LLC, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and Cadillac Rubber & Plastics, Inc. (the "Grantor").

WITNESSETH:

WHEREAS, Petrol Automotive Holdings, Inc., a Delaware corporation ("Parent"), the other Borrowers (as defined therein) from time to time party thereto (together with Parent, collectively, the "Borrowers"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of August 11, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Avon Automotive Holdings, Inc., the direct parent company of Parent, the US Borrowers (as defined in the Credit Agreement), including the Grantor, and certain of their respective Subsidiaries have entered into the Security Agreement, dated as of August 11, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Applicable Secured Parties (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Applicable Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Patents constituting Collateral (as defined in the Security Agreement); and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Patents constituting Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Applicable Secured Parties, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether existing now or at any time hereafter:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all registrations and recordings with respect to any of the foregoing;

(iv) all reissues, re-examinations, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(v) all licenses, including Patent Licenses, and other agreements relating in whole or in part to any such Patents, including all rights to payments in respect thereof;

(vi) all rights to sue and recover damages or obtain injunctive relief for past, present or future infringement, misappropriation, violation or breach of any of the foregoing; and

(vii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. JURY TRIAL WAIVER. THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CADILLAC RUBBER & PLASTICS, INC.

as a Grantor

By: 

Name: Leland J. Richards
Title: President

STATE OF Michigan)
) ss:
COUNTY OF Wexford)

On this 6 day of August, 2006, before me personally appeared Leland J. Richards to me known who, being by me duly sworn, did depose and say that he/she is President of CADILLAC RUBBER & PLASTICS, INC., the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CADILLAC RUBBER & PLASTICS, INC..



Notary Public

Dennis H. Benson

Name: Notary Public Wexford Co., MI

My commission expires December 14, 2011

Notary Public of: Acting in Wexford County, MI

Accepted and acknowledged by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name: John S. Liguori
Title: VICE PRESIDENT

On this ____ day of August, 2006, before me personally appeared John S. Liguori,
to me known who, being by me duly sworn, did depose and say that he/she is Vice President of
JEFFERIES FINANCE LLC, the institution described herein, and which executed the foregoing
instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JEFFERIES
FINANCE LLC.

Notary Public

MAY KAREN YIP DANIELS
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008

Schedule A
to Patent Security Agreement

U.S. Patents & Applications

Proprietor	Title	Jurisdiction	Status	Number	Application Date	Grant Date	Renewal Date
Cadillac Rubber & Plastics, Inc.	Hydraulically Damped Mounting Device	USA	Granted	6550752	19 June 200	22 April 2003	22 October 2006
Cadillac Rubber & Plastics, Inc.	Hydraulically Damped Mounting Device	USA	Granted	6276671	29 October 1998	21 August 2001	21 February 2009
Cadillac Rubber & Plastics, Inc.	Hydraulically Damped Mounting Device	USA	Granted - to lapse at next renewal	4657232	13 March 1986	14 April 1987	To lapse
Cadillac Rubber & Plastics, Inc.	Controlling Vibrations	USA	Application	11/214646	30 August 2005		
Cadillac Rubber & Plastics, Inc.	Bush Assembly	USA	Application	11/107023	15 April 2005		
Cadillac Rubber & Plastics, Inc.	Noise and Vibration Suppressors	USA	Granted	6983820	6 September 2002	10 January 2006	10 July 2009
Cadillac Rubber & Plastics, Inc.	Apparatus and method for extruding multi-layered fuel tubing	USA	Issued	5641445		24 June 1997	24 December 2008
Cadillac Rubber & Plastics, Inc.	Composite Fuel and Vapour Barrier Tube and the method for making same	USA	Issued	5941286		24 August 1999	24 February 2007
Cadillac Rubber & Plastics, Inc.	Fuel filler hose	USA	Pending	10/511,013		8 October 2004	8 January 2005

Patent Security Agreement

NYI-2260332v11
NYI-2272262v3

Proprietor	Title	Jurisdiction	Status	Number	Application Date	Grant Date	Renewal Date
Cadillac Rubber & Plastics, Inc.	Hose and clamp assembly and method for making the same	USA	Issued	5002094		26 March 1991	
Cadillac Rubber & Plastics, Inc.	Hose with integral vane and method for making same	USA	Pending	10/709152		16 April 2004	16 April 2005
Cadillac Rubber & Plastics, Inc.	Hose with serviceable moulded-on hose clamp	USA	Issued	6899360		31 May 2005	31 May 2007
Cadillac Rubber & Plastics, Inc.	Rubber curing process	USA	Issued	5445360		29 August 1995	28 February 2007
Cadillac Rubber & Plastics, Inc.	Rubber curing process	USA	Issued	5624624		29 April 1997	29 October 2008
Cadillac Rubber & Plastics, Inc.	Rubber curing process	USA	Issued	5773046		30 June 1998	30 December 2009
Cadillac Rubber & Plastics, Inc.	Hydraulically Damped Mounting Device	USA	Granted	4697795		6 October 1987	