

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Schwabische Huttenwerke GmbH & Co. KG	09/30/2005

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
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**EXECUTION COPY**

**INTELLECTUAL PROPERTY RIGHTS SECURITY PLEDGE AGREEMENT**  
*(Vertrag über die Sicherungsverpfändung)*

**DATED 30 September 2005**

between

**Schwäbische Hüttenwerke GmbH**  
**(to be renamed Schwäbische Hüttenwerke Automotive GmbH)**  
as Pledgor

and

**Commerzbank Aktiengesellschaft**  
as Security Agent

**WHITE & CASE LLP**

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THIS INTELLECTUAL PROPERTY RIGHTS SECURITY PLEDGE AGREEMENT (the "**Agreement**") is made on 30 September 2005 between the following parties:

1. **SCHWÄBISCHE HÜTTENWERKE GMBH** (to be renamed **Schwäbische Hüttenwerke Automotive GmbH**), a German limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, which is registered at the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Aalen under registration number HRB 7-A (the "**Pledgor**"); and
  2. **COMMERZBANK AKTIENGESELLSCHAFT** as security agent (the "**Security Agent**").
- (A) **WHEREAS** Schwäbische Hüttenwerke Beteiligungs GmbH as Parent and Original Guarantor, Schwäbische Hüttenwerke Zweite Beteiligungs GmbH as Original Borrower and Original Guarantor, Commerzbank Aktiengesellschaft as Arranger, Agent and Security Agent and the Lenders named therein have entered into a [REDACTED] senior facilities agreement dated 29 August 2005 (as amended and restated from time to time and together with its annexes and schedules, the "**Senior Facilities Agreement**").
- (B) **WHEREAS** pursuant to the Senior Facilities Agreement the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set out therein.
- (C) **WHEREAS** it is a condition subsequent to extending credit to the Borrowers under the Senior Facilities Agreement that the Pledgor shall have entered into this Agreement.
- (D) **WHEREAS** the security created by or pursuant to this Agreement is to be held, administered, enforced and released by the Security Agent for and on behalf of the Secured Creditors pursuant to Clause 15 (*Appointment and Duties of Security Agent*) of the Intercreditor Agreement.
- (E) **WHEREAS** certain Obligors (including the Pledgor) have granted abstract acknowledgements of indebtedness (*Abstrakte Schuldversprechen*) to the Security Agent under Clause 3.2 (*Abstract Acknowledgement of Indebtedness and Joint Creditorship*) of the Intercreditor Agreement (the "**Abstract Acknowledgements of Indebtedness and Joint Creditorship**") pursuant to which such Obligors acknowledge debt to the Security Agent in an amount equal to and in the currency of each amount payable by such Obligors to each of the Finance Parties under each of the Finance Documents.

- (F) **WHEREAS** the Pledgor and the Security Agent have entered into a guarantee pursuant to Clause 29 (*Guarantee and Indemnity*) of the Senior Facilities Agreement on or about the date hereof (the "**Guarantee**").

## 1. INTERPRETATION

### 1.1 Definitions

Capitalised terms used but not otherwise defined herein (including in the recitals), shall have the meaning attributed thereto in the Facilities Agreement.

In addition, in this Agreement:

"**Accounts**" shall have the meaning attributed to such term in the accounts pledge agreement dated on or about the date hereof between the Pledgor (in such accounts pledge agreement in its capacity as Pledgor as defined therein) and the Security Agent.

"**BGB**" means the German Civil Code (*Bürgerliches Gesetzbuch*).

"**Existing Intellectual Property Rights**" means the Intellectual Property Rights existing as of the date hereof as described in the list attached as Schedule 1 (*Existing Intellectual Property Rights*).

"**Future Intellectual Property Rights**" means such Intellectual Property Rights which the Pledgor holds in the future in addition to the Existing Intellectual Property Rights.

"**GmbHG**" means the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*).

"**HGB**" means the German Commercial Code (*Handelsgesetzbuch*).

"**InsO**" means the German Insolvency Code (*Insolvenzordnung*).

"**Intellectual Property Rights**" means all trademarks, domain names, patents, supplementary protection certificates (*ergänzende Schutzzertifikate*), topographical or similar rights, plant variety rights (*Sortenschutzrechte*), utility models (*Gebrauchsmuster*), copyrights designs (*Geschmacksmuster*), patterns, designs, database rights, computer software, and any other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same and not registerable rights) owned entirely or, if partly owned, the part of the ownership (*Miteigentum*) owned by the Pledgor, in each case to the extent the Pledgor is legally in a position to pledge the before-mentioned rights (i) under applicable law of the respective intellectual property rights and (ii) under any applicable and valid contractual terms and conditions of the respective licenses, including but not limited to the rights (including applications) set out in Schedule 1 (Existing Intellectual Property Rights)

as existing as of the date hereof and coming into existence during the Security Period and acquired by the Pledgor during the Security Period.

**"Intercreditor Agreement"** means the intercreditor agreement dated on or prior to the Closing Date between the Obligors and the Finance Parties.

**"IPR Update Schedule"** means an updated schedule of the Intellectual Property Rights.

**"Registration Countries"** means France, Italy, Sweden, United States of America, the United Kingdom, Spain, and the Netherlands.

**"Secured Creditor"** means each person who is from time to time a Finance Party as defined in the Facilities Agreement.

**"Secured Obligations"** means all present and future liabilities and financial obligations (whether actual, contingent (*bedingt*) or limited (*befristet*) and whether owed jointly or severally or in any other capacity whatsoever) of the Pledgor to the Finance Parties (in any capacity whatsoever) or its legal successors (including by way of transfer and assignment) under or in connection with the Finance Documents (including without limitation the Abstract Acknowledgements of Indebtedness and Joint Creditorship and the Guarantee).

**"Security Period"** means the period beginning on the date hereof and ending on the date upon which the Security Agent is satisfied that:

- a) none of the Secured Creditors is under any commitment, obligation or liability pursuant to the Facilities Agreement (whether actual or contingent) to make advances or provide other financial accommodation to any of the Obligors; and
- b) all of the Secured Obligations have been unconditionally, finally and irrevocably paid and discharged in full.

## **1.2 Interpretation**

The interpretation and construction provisions set out in the Facilities Agreement shall apply to this Agreement unless the context otherwise requires.

## **2. THE PLEDGE**

The Pledgor hereby pledges (*verpfändet*) as security the Intellectual Property Rights to the Security Agent. The Security Agent hereby accepts such pledge.

## **3. SECURITY PURPOSE**

The pledge of the Intellectual Property Rights is made as a continuing security in order to secure the prompt, full and final discharge of any and all Secured Obligations.

#### **4. DESCRIPTION OF INTELLECTUAL PROPERTY RIGHTS**

##### **4.1 Existing Intellectual Property Rights**

Attached as Schedule 1 (*Existing Intellectual Property Rights*) hereto is a list of (i) all registered or applied for Existing Intellectual Property Rights which sets out the respective name/description, and, as far as the rights are registered or an application is filed, the register, country of registration, organization of registration, filing/registration date and number of registration/publication and (ii) all licenses – other than licenses to standard software - that the Pledgor has recorded in his bookkeeping.

##### **4.2 Delivery of Updated Schedules**

At quarterly intervals, or at shorter intervals if so requested by the Security Agent and necessary in order to protect the security interest in the Intellectual Property Rights created hereunder, the Pledgor shall provide the Security Agent with an IPR Update Schedule, which shall be substantially in the form attached as Schedule 1 (*Existing Intellectual Property Rights*) hereto. Each IPR Update Schedule shall list the Intellectual Property Rights secured by this Agreement as at the date to which the IPR Update Schedule relates. The Pledgor may deliver any IPR Update Schedule on a readable and compatible electronic medium (such as a disk or CD-ROM), subject to a prior agreement between the Pledgor and the Security Agent in relation to technical and other details.

##### **4.3 Validity of Pledge**

The list attached as Schedule 1 (*Existing Intellectual Property Rights*) and each IPR Update Schedule are for notification purposes only and if for any reason whatsoever the Intellectual Property Rights contemplated to be pledged hereunder are not or are inaccurately described in such list attached as Schedule 1 (*Existing Intellectual Property Rights*) or in any IPR Update Schedule, such inaccuracy shall not in any way affect the validity of the pledge with respect thereto and the pledge shall extend to all Intellectual Property Rights of the Pledgor.

##### **4.4 Third Party**

If the Pledgor employs a third party to administer any Intellectual Property Right, and the Pledgor fails to comply with its obligations under Clause 4.2 (*Delivery of Updated Schedules*) hereof, the Security Agent is hereby authorised to obtain the information on Intellectual Property Rights directly from such third party at the Pledgor's expense.



## **5. TRANSFER OF DOCUMENTS**

### **5.1 Title to Documents**

The Pledgor hereby pledges (*verpfändet*) to the Security Agent title to the documents evidencing or otherwise relating to the Existing Intellectual Property Rights and undertakes to transfer title to such documents relating to any Future Intellectual Property Rights without undue delay on such documents having been issued or otherwise created.

### **5.2 Delivery of Documents**

Prior to the Pledge (or any part thereof) becoming enforceable in accordance with Clause 11 (*Enforcement*) hereof, the Pledgor shall hold the documents in custody for and on behalf of the Security Agent free of charge (*kostenlose Verwahrung*) to enable the Pledgor to exploit the Intellectual Property Rights and to assert all rights and fulfil all obligations as owner thereof.

### **5.3 Pledge of Claims**

If and to the extent that any of the documents of title evidencing or otherwise relating to the Intellectual Property Rights are currently, or shall be at any time in the future, in the possession of a third party, the Pledgor hereby pledges to the Security Agent its claims for delivery which the Pledgor currently has or may have in future against any such third party. The Security Agent hereby accepts such pledge. Prior to the Pledge (or any part thereof) becoming enforceable in accordance with Clause 11 (*Enforcement*) hereof, the Pledgor shall not be entitled to enforce such claim.

## **6. PLEDGOR'S RIGHTS**

### **6.1 Exploitation**

Prior to the Pledge (or any part thereof) becoming enforceable in accordance with Clause 11 (*Enforcement*) hereof, the Pledgor shall have the right to exploit the Intellectual Property Rights and shall have the right, and undertakes, to pursue application proceedings in respect of any Intellectual Property Rights, and to assert all rights and to fulfil all obligations as owner (or applicant) in respect thereof provided that the validity and enforceability of the rights and claims of the Security Agent shall not be affected thereby.

## **6.2 Licences**

Notwithstanding the above right of exploitation, the Pledgor shall obtain the prior approval of the Security Agent, not to be unreasonably withheld, for any license to be granted by the Pledgor with respect to the Intellectual Property Rights. This requirement of prior approval shall not apply to licenses granted to (i) third parties in the ordinary course of business, (ii) affiliated companies of the Pledgor, or (iii) joint ventures to which the Pledgor or any of its affiliates is a party. The Pledgor hereby pledges all claims which it has or may have in the future under any license agreement relating to the Intellectual Property Rights including, but not limited to, any claims against the respective licensee for payments of any kind including, royalties and licence fees.

## **6.3 Maintenance of Intellectual Property Rights**

The Pledgor shall, within the scope of its ordinary business, maintain the Intellectual Property Rights and decide whether any measures or actions need to be taken or are appropriate in order to maintain (in particular exploit) and protect the Intellectual Property Rights or to defend any such right against infringements. The costs incurred thereby, including, without limitation, all applications, registration and renewal fees for maintaining the Intellectual Property Rights, shall be borne by the Pledgor. The Pledgor shall without undue delay inform the Security Agent of any event materially affecting the existence of the Intellectual Property Rights. Within the scope of its ordinary business, the Pledgor may decide not to renew the term of protection of any of the Intellectual Property Rights or no longer exploit any of the Intellectual Property Rights provided that such decision by Pledgor is based solely on Pledgor's anticipation that the revenues to be generated for the Pledgor from the further renewal or exploitation fall short of the costs for further renewal or exploitation. The Security Agent hereby expressly authorises the Pledgor to take the above measures within the scope of its ordinary business. Unless permitted under this Clause 6.3, the Pledgor shall not permit any Intellectual Property Rights to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.

## **6.4 Infringement**

The Pledgor agrees to notify the Security Agent without undue delay in writing of the name and address of, and to provide such pertinent information as may be available with respect to, any person who may be infringing or diluting or otherwise violating any of the Intellectual Property Rights, or with respect to any person claiming that the Pledgor's use of any of the Intellectual Property Rights violates in any material respect any property right of that person. The Pledgor further agrees to prosecute diligently in accordance with reasonable business practices any person infringing any Intellectual Property Rights.

## 7. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent and the Secured Creditors, each such representation and warranty being an independent guarantee (*selbständiges Garantieverprechen*) pursuant to sections 241 and 311 of the BGB that the following is true and accurate as at the date hereof and shall remain so on each day during the Security Period:

- a) it has full knowledge of the entire contents of the Facilities Agreement and the Intercreditor Agreement, including, without limitation, all exhibits and schedules thereto;
- b) any claims of third parties (including employees of the Pledgor as inventors), with respect to the Intellectual Property Rights, have been or will be satisfied by the Pledgor at its expense;
- c) there is neither any infringement nor any threatened infringement of any Intellectual Property Rights with the exception of the litigation described on pages 133 and 134 (section 7.2.4) of the Legal Due Diligence Report;
- d) the Intellectual Property Rights are free and clear of any Encumbrance or other right, title or interest of any person other than as permitted under the Facilities Agreement;
- e) all necessary corporate action has been taken to authorise the execution of this Agreement and the performance and the exercise of its rights and performance of its obligations hereunder will not violate any provision of any existing law or any contractual undertaking to which the Pledgor is a party or which is binding on the Pledgor or any of its assets and this Agreement creates legal, valid and binding obligations of the Pledgor which are enforceable in accordance with their terms;
- f) the Pledgor is validly existing under the laws of the Federal Republic of Germany and is not over-indebted, insolvent or subject to any insolvency proceedings;
- g) the place from which the Pledgor is in fact administered and where all material managerial decisions are taken (*tatsächlicher Verwaltungssitz*) is located in the Federal Republic of Germany;
- h) the Pledgor has the right to pledge or otherwise freely dispose of the Intellectual Property Rights without the consent of any person;
- i) there are no adverse claims by or any security interests in favour of any person in respect of the Intellectual Property Rights;
- j) the list in Schedule 1 (*Existing Intellectual Property Rights*), is on the date of this Agreement a correct and complete list of (i) all Intellectual Property Rights registered with or being applied for with any patent office, trademark office and/or any similar public register anywhere in the world on such date and (ii) all licenses – other than licenses to standard software - that the Pledgor has recorded in his bookkeeping on such date;

- k) the Pledgor has kept and will keep record of all material licenses – other than standard software - as part of his bookkeeping; and
- l) the Security Agent has, as security for any and all Secured Obligations, a validly perfected first priority security interest in the Intellectual Property Rights.

## **8. POSITIVE UNDERTAKINGS**

At all times during the Security Period, the Pledgor covenants with the Security Agent and the Secured Creditors that it shall:

- a) inform the Security Agent without undue delay of the occurrence of any event which results or may result in any of the representations and warranties contained in Clause 7 (*Representations and Warranties*) hereof being untrue;
- b) inform the Security Agent without undue delay of any event which may adversely affect the security interest of the Security Agent created hereunder;
- c) in respect of any Intellectual Property Rights effective in the Registration Countries on the date of this Agreement and any Future Intellectual Property Rights to become effective in the Registration Countries, notify - within three months from the date of this Agreement for Existing Intellectual Property Rights or within three month from the date Future Intellectual Property Rights have been included in an IPR Update Schedule - any patent office, trademark office and/or any similar public register where these Intellectual Property Rights of the Pledgor are registered (or with which an application has been filed) of the Pledge and - at the Pledgor's expense - have such pledge registered with or otherwise noted in such office or register; Pledgor shall not be obliged to register or have notified the Pledge in those of the Registration Countries where such registration or notification is not necessary nor legally required for the effectiveness or the enforceability of the Pledge provided that Pledgor provides to the Security Agent – at the Pledgor's expense - a written confirmation by a reputable law firm competent in such country of the Registration Countries that the registration or notification of the Pledge is not necessary nor legally required for the effectiveness and/or the enforceability of the Pledge in that country;
- d) deliver to the Security Agent in intervals of no more than three months written reports on the status of the registrations to be made under Clause 8 c) including copies of documents evidencing the registrations of the Pledge;
- e) ensure that each IPR Update Schedule contains all Intellectual Property Rights as at the date of such Schedule;
- f) inform the Security Agent without undue delay of any attachments (*Pfändungen*) in respect of any Intellectual Property Rights or any part thereof or any other measures which may impair or jeopardize the Security Agent's rights relating to the Intellectual Property Rights or the value thereof. In the event of any such attachment, the Pledgor

shall provide the Security Agent without undue delay with a copy of the attachment order (*Pfändungsbeschluss*) and all other documents which are requested by the Security Agent and which are necessary or expedient, in the opinion of the Security Agent, for a defence against such attachment. In addition, the Pledgor shall inform the attaching creditor without undue delay of the existence and effect of this Agreement;

- g) provide to the Security Agent, acting reasonably, without undue delay on its request all necessary information and documents in relation to the Intellectual Property Rights;
- h) take or participate in any action, the failure of which could impair the enforceability, legality or validity of, (or for any other reason be inconsistent with) the security interest of the Security Agent created hereunder or the security purpose as described in Clause 3 (*Security Purpose*) hereof; and
- i) ensure that any payment received by the Pledgor in respect of any of the Intellectual Property Rights is made into an Account pledged to the Security Agent.

## 9. NEGATIVE UNDERTAKINGS

At all times during the Security Period, the Pledgor covenants with the Security Agent and the Secured Creditors that it shall:

- a) not defeat, impair or circumvent in any way the rights of the Security Agent created hereunder;
- b) not take or participate in any action which could impair the enforceability, legality or validity of (or for any other reason be inconsistent with) the security interest of the Security Agent created hereunder or the security purpose as described in Clause 3 (*Security Purpose*) hereof;
- c) not sell, transfer, assign, encumber or otherwise dispose of any of the Intellectual Property Rights or agree to do so other than as expressly permitted under this Agreement and the Facilities Agreement. Any proceeds paid out to the Pledgor in breach hereof shall be held for the benefit of the Security Agent and the Secured Creditors; and
- d) subject to Clause 6.3 (*Maintenance of Intellectual Property Rights*) hereof, refrain from any acts or omissions, the purpose or effect of which is the dilution of the value of any of the Intellectual Property Rights or the Intellectual Property Rights ceasing to exist.

## 10. ADDITIONS TO REGISTRATION COUNTRIES

If the Pledgor's annual turnover from sales into any country other than the Registration Countries and Germany exceeds 5 % of the total annual turnover of the Pledgor in such year,

such country shall be automatically included in the list of Registration Countries. The Pledgor shall act with regard to such country as if such country had been part of the Registration Countries from the date of this Agreement and shall promptly inform the Security Agent of such addition in writing.

## 11. ENFORCEMENT

### 11.1 Applicable Rules for Enforcement

The enforcement of the Pledge with regard to Intellectual Property Rights that are effective in Germany shall be made in accordance with Clause 11.2; the enforcement of Intellectual Property Rights that are effective for all other jurisdictions but Germany shall be governed by Clause 11.3.

### 11.2 Enforcement with regard to Intellectual Property Rights effective in Germany

- a) **Provided that** the requirements set forth in sections 1273, 1204 et seq. of the BGB are satisfied with regard to the enforcement of the Pledge (*Pfandreife*), the Security Agent may enforce the Pledge (or any part thereof) in any way permitted under the laws of the Federal Republic of Germany, in all cases, notwithstanding section 1277 of the BGB, without the requirement of any prior enforceable title judgment or other instrument (*vollstreckbarer Titel*).
- b) The Security Agent shall notify the Pledgor of its intention to enforce the Pledge (or any part thereof) by giving the Pledgor not less than 14 days prior notice (*Androhung*). Such notice shall not be required if:
  - (i) the Pledgor has generally ceased to make payments to its creditors; or
  - (ii) insolvency proceedings have been initiated in respect of the Pledgor; or
  - (iii) the observance of the notice requirement will adversely affect the legitimate interests (*berechtigte Interessen*) of the Security Agent.
- c) The Security Agent may at its sole discretion determine the place in the Federal Republic of Germany where a public auction shall be held and which of several security interests (*persönliche und dingliche Sicherheiten*) created under this or other agreements shall be realised to satisfy the Secured Obligations.
- d) In addition, the Security Agent shall be entitled to enforce the Pledges *uno actu* and by way of a single public auction (*Gesamtversteigerung*). By waiving any and all rights of the Pledgor pursuant to section 1230 sentence 2 of the BGB, the Security Agent is entitled to enforce more Pledges than are required to satisfy the Secured Obligations. The Security Agent shall in its sole discretion (taking into account the legitimate interests of the Pledgor) determine whether it enforces the Pledges separately or all of

the Pledges by acceptance of a single tender (or in any other way permitted under the laws of the Federal Republic of Germany).

- e) If the registered name of the Pledgor (*Firma*) is equal to or contains a trademark of the Pledgor, the Security Agent may request the Pledgor to change its registered name to a name not including such trademark. The Pledgor will use best efforts to procure such a change.
- f) To the extent the Security Agent is entitled to enforce the Intellectual Property Rights, it may request that all documents relating to the Intellectual Property Rights be handed over to it and the Pledgor hereby agrees to promptly comply with such request.
- g) The Security Agent may at its sole discretion determine which of several security interests (*persönliche und dingliche Sicherheiten*) created under this or other agreements shall be realised to satisfy the Secured Obligations.

### **11.3 Enforcement with regard to Intellectual Property Rights effective in jurisdictions other than Germany**

- a) Following the occurrence of an Event of Default, the Security Agent shall be entitled to be registered in the relevant public registers as owner of the Intellectual Property Rights at the expense of the Pledgor. At the Security Agent's request, the Pledgor shall, at its own expense, make all statements (in all forms necessary) and take all actions which are required for the purpose of registration of the Security Agent as the owner. Insofar as additional declarations or actions are necessary for the registration of any part of the Intellectual Property Rights in the name of the Security Agent, the Pledgor shall, at the Security Agent's request, make such declarations or undertake such actions.
- b) The Security Agent may – subject to Clause 11.3 f) below - enforce its rights to the extent necessary to satisfy any outstanding Secured Obligations by selling the Intellectual Property Rights to any third party in its own name or in the name of the Pledgor at the highest achievable price. The Security Agent may also elect to request from the Pledgor that it sells the Intellectual Property Rights at the highest achievable price, or that the Pledgor participates in the sale. Any proceeds from the sale shall be promptly remitted to the Security Agent. In the event that the sales transaction shall be subject to value added tax, the Security Agent shall issue a credit notice to the Pledgor which shall be deemed to constitute an invoice for the delivery of the Intellectual Property Rights, such notice to be in such form and having such content as shall be required by applicable law.
- c) To the extent the Security Agent is entitled to enforce the Intellectual Property Rights, it may request that all documents relating to the Intellectual Property Rights be handed over to it and the Pledgor hereby agrees to promptly comply with such request.

- d) The Security Agent shall notify the Pledgor of its intention to enforce the Intellectual Property Rights (or any part thereof) by giving the Pledgor not less than 14 days prior notice (*Androhung*). Such notice shall not be required if:
  - (iv) the Pledgor has generally ceased to make payments to its creditors;
  - (v) insolvency proceedings have been initiated in relation to the Pledgor; or
  - (vi) the observance of the notice requirement will adversely affect the legitimate interests (*berechtigte Interessen*) of the Security Agent.
- e) The Security Agent may at its sole discretion determine which of several security interests (*persönliche und dingliche Sicherheiten*) created under this or other agreements shall be realised to satisfy the Secured Obligations.
- f) In case enforcement under Clause 11.3 a) to e) should not be permitted by applicable mandatory law, the enforcement shall be made in such a manner which best reflects the rules of enforcement under this Agreement.

#### **11.4 Application of Proceeds**

- a) Any proceeds received by the Security Agent on realisation of the Intellectual Property Rights shall be applied by the Security Agent for the benefit of the Secured Creditors in or towards discharge of the Secured Obligations in accordance with the terms of the Intercreditor Agreement but without prejudice to the right of any Secured Creditor to recover any shortfall with respect to Secured Obligations from any Obligor owing such Secured Obligations.
- b) After the expiry of the Security Period any remaining proceeds from the enforcement of the Intellectual Property Rights (or part thereof) shall be transferred to the Pledgor. This shall not apply to the extent that a third party is legally entitled to the Intellectual Property Rights or to such proceeds.

### **12. WAIVERS AND SUBROGATION**

#### **12.1 Waiver of Defences**

The Pledgor hereby waives all defences (*Einwendungen*) it may have, including the defences of revocation (*Anfechtbarkeit*), set-off (*Aufrechenbarkeit*) and comparable defences under foreign law with respect to the fulfilment of its obligation under this Agreement. The waiver shall not apply to set-off with counterclaims that are (i) uncontested (*unbestritten*) or (ii) based on an unappealable court decision (*rechtskräftig festgestellt*).



## **12.2 Immediate Recourse**

The Pledgor waives any right it may have of first requiring the Security Agent or any Secured Creditor to proceed against or enforce any other rights or security or claim for payment from any person prior to enforcing this Agreement.

## **12.3 Subrogation**

In the case of enforcement of this Agreement, no rights of the Security Agent shall pass to the Pledgor by subrogation or otherwise until the expiry of the Security Period. Until such time, the Security Agent shall be entitled to treat all enforcement proceeds as additional collateral for the Secured Obligations notwithstanding its right to seek satisfaction from such proceeds at any time. Security provided by a third party to the Security Agent shall be transferred by the Security Agent to the Pledgor only if and to the extent such third party has expressly assigned such security to the Pledgor or has expressly approved such transfer.

## **13. TERMINATION**

### **13.1 Final Discharge**

Subject to any release of all or any part of the security interest created hereunder pursuant to and in accordance with Clause 22 (*Release of Security*) hereof, the security interest created hereunder shall remain in full force and effect until the expiry of the Security Period. The security interest created hereunder shall not cease to exist if any payments made in satisfaction of the Secured Obligations have only temporarily discharged the Secured Obligations.

### **13.2 Payments Avoided**

If an amount paid to any Secured Creditor under any Finance Document is capable of being avoided or otherwise set aside on the liquidation, administration, winding-up or other similar proceedings in the jurisdiction of the person by whom such payment was made, then such amount shall not be considered to have been finally and irrevocably paid for the purposes hereof.

## **14. FURTHER ASSURANCE**

### **14.1 Protection and Realisation**

The Pledgor shall at its own expense do all such things as the Security Agent may reasonably require:

- a) to perfect or protect the security intended to be created hereby or any part thereof; or
- b) to facilitate the realisation of the Intellectual Property Rights or any part thereof; or
- c) to facilitate the exercise by the Security Agent of any of the rights, powers, authorities and discretions vested in it.

#### **14.2 Incorrect Information**

In the event that Schedule 1 (*Existing Intellectual Property Rights*) hereto is inaccurate or incomplete and despite Clause 4.3 (*Validity of Pledge*) hereof as a result of such inaccuracy or incompleteness a security interest has not been properly created over a Intellectual Property Right, the Pledgor shall at its own expense do all such things as the Security Agent may reasonably require to cure any defects. If such defects render this Agreement invalid or otherwise affect the perfection or enforceability of the security interest created or purported to be created hereby, the parties hereto shall execute a new intellectual property rights pledge agreement at terms equivalent to this Agreement.

### **15. INDEPENDENCE**

#### **15.1 Continuing Security**

This Agreement shall create a continuing security and no change or amendment whatsoever to any Finance Document or to any other document or agreement relating thereto shall affect the validity or the scope of this Agreement or the obligations of the Pledgor pursuant hereto.

#### **15.2 Independence**

This Agreement is independent from any other security or guarantee which may have been or may be granted to the Security Agent or any other Secured Creditor in respect of any of the Secured Obligations. No other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.

### **16. INDEMNITY AND LIMITATION PERIOD**

#### **16.1 Liability for Damages**

None of the Secured Creditors nor the Security Agent shall be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct, gross negligence or negligent breach of fundamental duties (*vertragswesentliche Pflichten*) of the Security Agent or the Secured Creditors. In case of

negligent breach of fundamental duties of the Security Agent or the Secured Creditors the claims of the Pledgor shall be limited to foreseeable damages. The limitation in the foregoing sentence shall not apply to loss or damage suffered as a result of loss of life, damage to the health of any person or any personal injury arising from any negligence of the Security Agent or the Secured Creditors or their representatives or any person employed by them in the performance of the obligations under this Agreement.

## **16.2 Indemnification**

The Pledgor shall indemnify and hold harmless the Security Agent and the Secured Creditors and keep the Security Agent and the Secured Creditors indemnified and held harmless against all losses, expenses and liabilities which may be incurred by or made against the Security Agent or the Secured Creditors for anything done or omitted in the exercise or purported exercise of the powers contained herein other than to the extent incurred as a result of gross negligence or wilful misconduct of the Security Agent or the Secured Creditors. For the avoidance of doubt this will cover all losses and expenses the Security Agent may incur as a result of being the pledgee of the Intellectual Property Rights.

## **16.3 Limitation Period (*Verjährung*)**

The Security Agent and the Pledgor hereby agree that the obligations set out in this Agreement shall become time barred after 10 years. With respect to the commencement, suspension (*Hemmung*), recommencement (*Neubeginn*) and expiry of the statute of limitation period the mandatory statutory provisions of German law shall apply.

# **17. INVALIDITY AND WAIVER**

## **17.1 Invalidity**

The illegality, invalidity or unenforceability of any provision of this Agreement or any omission from this Agreement shall not affect the legality, validity or enforceability of this Agreement or any of its other provisions. Any illegal, invalid or unenforceable provision shall be replaced by the parties hereto by a provision, or any omission shall be rectified by incorporation of a provision, which best achieves the commercial effect that the parties hereto intended thereby. The security interest created hereunder shall not be affected by Schedule 1 (*Existing Intellectual Property Rights*) to this Agreement being inaccurate or incomplete.

## **17.2 Waiver**

No failure to exercise, or any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

## **18. AMENDMENTS**

Changes and amendments to and waivers of this Agreement including this Clause 18, shall be made in writing and in accordance with the terms of the Facilities Agreement.

## **19. NOTICES AND LANGUAGE**

### **19.1 Notices**

Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, by post or facsimile to the address or facsimile number of the party and for the attention of the individual or department set out in Schedule 2 (*Addresses for Notices*) hereto or such other address or facsimile number and addressed to such other individual or department as shall have been provided in writing to the Security Agent by that party for this purpose.

### **19.2 Language**

Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English.

## **20. LAW AND JURISDICTION**

### **20.1 Law**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. With regard to Intellectual Property Rights effective in countries other than Germany, the effectiveness and the enforceability of the Pledge shall be governed by applicable mandatory laws of such other country.

### **20.2 Jurisdiction**

The place of jurisdiction for the parties hereto shall be Frankfurt am Main, Federal Republic of Germany. The Security Agent shall, however, also be entitled to take legal action against

the Pledgor before any other competent court of law having jurisdiction over the Pledgor or any of its assets.

## **21. NOTIFICATION**

Provided that the Pledgor does not comply with its obligations under Clause 8 c), the Security Agent is hereby instructed and authorised by the Pledgor in respect of Intellectual Property Rights in the Registration Countries to notify, for and on behalf of the Pledgor, any patent, trademark office and/or any similar public register where these Intellectual Property Rights are registered (or with which an application has been filed) of the Pledge and/or have such pledge registered with or otherwise noted in such office or register. In the event of such a notification or registration the Security Agent shall provide the Pledgor with a copy of the correspondence with such office or register.

The Pledgor hereby ratifies any declaration made by the Security Agent in the exercise of the foregoing authority if so required by the patent, trademark office and/or any similar public register for the effectiveness of the Pledge.

## **22. RELEASE OF SECURITY**

### **22.1 Prior to Full Satisfaction**

- a) Prior to the end of the Security Period, the Security Agent shall release, at the Pledgor's request and expense, all or part of the security granted under the Security Documents insofar as (i) the estimated aggregate value (*Schätzwert*) of such security, exceeds on a permanent basis, the Secured Obligations by more than 50% plus value added tax or (ii) if ascertainable, the realisable aggregate value (*realisierbarer Wert*) of such security exceeds, on a permanent basis, the Secured Obligations by more than 10% plus value added tax. The Security Agent may, at its discretion, determine which part of the security may be released.
- b) Upon the respective Pledgor's request pursuant to paragraph a) above, the Pledgor and the Security Agent acting jointly may at any time appoint a certified accountant to evaluate the security interest created under the Security Documents (with regard to real estate located in the Federal Republic of Germany the parties hereto may appoint a committee of experts (*Gutachterausschuss*) in accordance with section 192 of the German Building Code (*Baugesetzbuch*) in which case such real estate shall not be evaluated by the certified accountant) at the Pledgor's cost and expense.

## **22.2 After Full Satisfaction**

After the expiry of the Security Period, the Security Agent shall, at the request of the Pledgor, arrange for the execution and delivery to the Pledgor of a written acknowledgement of satisfaction of the Secured Obligations and termination of this Agreement (other than any indemnity referred to herein which shall survive such termination) and stating that the security interest created hereunder is released. This shall not apply to the extent that a third party is legally entitled to the security interest. The Pledgor shall reimburse the Security Agent for all out-of-pocket expenses (including legal fees), if any, incurred in connection with the acknowledgement referred to above.

## **23. CONFLICT OF INTEREST**

For the purposes of this Agreement the Security Agent is released from the restrictions arising under section 181 of the BGB.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

# **SCHEDULE 1** **EXISTING INTELLECTUAL PROPERTY RIGHTS**

## **A. Patents and Utility Models (Date 23 September 2005)**

### **1. Patens owned by Pledgor**

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at	of To Lapse
1	5446P/DE	P 35 35 288	P	P	AUSSEN/TEVES DE	03.10.1985	LU	03.10.2005	Laufzeit- ende
2	34 734 X	35 43 488	P	P	UMSTEUERBARE DE	10.12.1985	WI	10.12.2005	Laufzeit- ende
3	38 663 X	3107646	P	P	ANTRIEBSRADPUMPE JP	05.06.1992	WI	05.06.2012	
4	38 664 X	0250191	P	P	ANTRIEBSRADPUMPE KR	05.06.1992	WI	05.06.2012	
5	38 665 X	2,070,477	P	P	ANTRIEBSRADPUMPE CA	04.06.1992	WI	04.06.2012	
6	40 007 X	5,395,217	P	P	ANTRIEBSRADPUMPE US	28.04.1994	WI	28.04.2014	
7	41 043 X	4,823,750	P	P	PUMPE GEHÄUSEL US	22.11.1995	WI	22.11.2015	
8	41 044 X	3643156	P	P	PUMPE GEHÄUSEL JP	21.11.1995	WI	21.11.2015	
9	45 663 XI	6,544,019	P	P	MAGNETKUPPLUNG USA	13.07.2001	WI	13.07.2021	
10	45 664 XI	2002-115670	A	P	MAGNETKUPPLUNG JP	13.07.2001	WI	13.07.2021	
11	45 939 XI	2001-250916	A	P	SCHRÄGVERZÄHNUNG JP	21.08.2001	WI	21.08.1921	wird aufgegeb

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No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at	To Lapse at
12	46 176 XI	102 08 408.4	A	GM	DUO CL/SP VERZAHNUNG BRD	27.02.2002	WI	27.02.2022	en
13	46 384 XI	102 22 132.4	A	P	HERSTELLUNG GEPR.ZAHNRAD BRD	17.05.2002	PU	17.05.2022	
14	46 751 XI	102 30 407.6	A	P	DICHTSTEGKÜRZUNG BRD	05.07.2002	WI	05.07.2022	
15	46 777 XI	102 22 131	P	P	VERDRÄNGERPUMPE BRD	17.05.2002	WI	17.05.2022	Ein- spruch!
16	46 847 XI	102 45 814	P	P	PUMPE MIT VERBESSERTER FÜLL- BRD	01.10.2002	WI	01.10.2022	
17	47 334 XI	203 00 030.7	P	GM	KOLBENDÄPFUNG BRD	03.01.2003	WI	03.01.2013	
18	47 335 XI	102 39 558.6	P	P	AUSSENZAHNR.P.M.DRUCKFL. DE	28.08.2002	WI	28.08.2022	
19	47 510 XI	103 52 029.5	A	P	HOCHDREZAHLPUMPE BRD	07.11.2003	WI	07.11.2023	
20	47 646 XI	3002423	A	P	AUSSENZAHNR.P.M.DRUCKFL. MEXIKO	19.03.2003	WI	19.03.2023	
21	47 858 XI	10/375,590	A	P	DUO CL/SP VERZAHNUNG USA	27.02.2003	WI	27.02.2023	
22	47 860 XI	2003-50158	A	P	DUO CL/SP VERZAHNUNG JP	26.02.2003	WI	26.02.2023	
23	47 933 XI	10/439,628	A	P	HERSTELLUNG GEPR.ZAHNRAD US	16.05.2003	PU	16.05.2023	
24	48 188 XI	103 43 549.2	A	P	KALTSTARTVENTIL BRD	19.09.2003	WI	19.09.2023	
25	48 300 XI	2003-303728	A	P	AUSSENZAHNRADP.M.DRUCKFL. JP	27.08.2003	WI	27.08.2023	
26	48 302 XI	10/651,348	A	P	AUSSENZAHNRADP.M.DRUCKFL. USA	28.08.2003	WI	28.08.2023	
27	50 654 X	0 231 429	P	EP	UMSTEUERBARE EP-FR	19.08.1986	WI	19.08.2006	
28	50 654 X	0 231 429	P	EP	UMSTEUERBARE EP-GB	19.08.1986	WI	19.08.2006	
29	50 654 X	0 231 429	P	EP	UMSTEUERBARE EP-IT	19.08.1986	WI	19.08.2006	
30	50 654 X	0 231 429	P	EP	UMSTEUERBARE EP-NL	19.08.1986	WI	19.08.2006	



No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of To Lapse patent term at
31	50 654 X	0 231 429	P	EP	UMSTEUERBARE EP-SE	19.08.1986	WI	19.08.2006
32	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-AT	14.05.1992	WI	14.05.2012
33	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-CH	14.05.1992	WI	14.05.2012
34	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-DE	14.05.1992	WI	14.05.2012
35	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-FR	14.05.1992	WI	14.05.2012
36	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-GB	14.05.1992	WI	14.05.2012
37	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-IT	14.05.1992	WI	14.05.2012
38	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-NL	14.05.1992	WI	14.05.2012
39	51 493 X	0 517 014	P	EP	ANTRIEBSRADPUM EP-SE	14.05.1992	WI	14.05.2012
40	52 063 X-DE	0 713 973	P	EP	PUMPE GEHÄUSEL EP-DE	15.11.1995	WI	15.11.2015
41	52 063 X-FR	0 713 973	P	EP	PUMPE GEHÄUSEL EP-FR	15.11.1995	WI	15.11.2015
42	52 063 X-GB	0 713 973	P	EP	PUMPE GEHÄUSEL EP-GB	15.11.1995	WI	15.11.2015
43	52 063 X-IT	0 713 973	P	EP	PUMPE GEHÄUSEL EP-IT	15.11.1995	WI	15.11.2015
44	52 063 X-SE	0 713 973	P	EP	PUMPE GEHÄUSEL EP-SE	15.11.1995	WI	15.11.2015
45	53 202 XI	1172561	P	EP	MAGNETKUPPLUNG EP-DE	13.07.2001	WI	13.07.2021
46	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-DE	19.05.2003	WI	19.05.2023
47	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-ES	19.05.2003	WI	19.05.2023
48	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-FR	19.05.2003	WI	19.05.2023
49	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-GB	19.05.2003	WI	19.05.2023
50	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-IT	19.05.2003	WI	19.05.2023
51	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-NL	19.05.2003	WI	19.05.2023
52	54 159 XI	03 011 033.2	A	EP	VERDRÄNGERPUMPE EP-SE	19.05.2003	WI	19.05.2023
53	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZÄHNUNG EP-DE	19.02.2003	WI	19.02.2023

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at
54	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-GB	19.02.2003	WI	19.02.2023
55	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-IT	19.02.2003	WI	19.02.2023
56	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-FR	19.02.2003	WI	19.02.2023
57	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-SE	19.02.2003	WI	19.02.2023
58	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-NL	19.02.2003	WI	19.02.2023
59	54 170 XI	03 003 179.3	A	EP	DUO CL/SP VERZAHNUNG EP-ES	19.02.2003	WI	19.02.2023
60	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- DE	15.09.2003	WI	15.09.2023
61	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- ES	15.09.2003	WI	15.09.2023
62	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- FR	15.09.2003	WI	15.09.2023
63	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- GB	15.09.2003	WI	15.09.2023
64	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- IT	15.09.2003	WI	15.09.2023
65	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- NL	15.09.2003	WI	15.09.2023
66	54 380 XI	03020503.3	A	EP	PUMPE MIT VERBESSERTER FÜLL. EP- SE	15.09.2003	WI	15.09.2023
67	A 39 209	37 63 229-9-08	P	EP	AUSSENUMGRIFFEN EP-DE	24.03.1987	LU	24.03.2007
68	A 39 736	0 352 502	P	EP	VERB-SCHNEIBE/GUSS EP-DE	01.07.1989	LU	01.07.2009
69	A 39 912	P59002013.7-	P	EP	VERBGUSS/BEWGL EP-DE	17.05.1990	LU	17.05.2010

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of To Lapse patent term at
		08						
70	A 41 389	199 53 913.8	A	P	ENERGIEWANDLER BRD	10.11.1999	LU	10.11.2019
71	A 86 440	293.243	P	GM	QUERLOCH GM II ES	27.09.1987	LU	23.01.2007
72	A 87 264	4,819,769	P	P	AUSSENUMGRIFFEN US	11.04.1987	LU	17.04.2007
73	A 87 425	292.080	P	GM	QUERLOCH GM I ES	31.01.1986	LU	27.11.2006
74	A 87 889	172838	P	P	VERB-SCHEIBE/GUSS MX	26.06.1989	LU	26.06.2009
75	A 87 890	5,107,966	P	P	VERB-SCHEIBE/GUSS US	07.07.1989	LU	07.07.2009
76	A 87 894	0 241 767	P	EP	AUSSENUMGRIFFEN EP-GB	24.03.1987	LU	24.03.2007
77	A 87 895	0 241 767	P	EP	AUSSENUMGRIFFEN EP-FR	24.03.1987	LU	24.03.2007
78	A 87 896	0 241 767	P	EP	AUSSENUMGRIFFEN EP-IT	24.03.1987	LU	24.03.2007
79	A 87 897	0 241 767	P	EP	AUSSENUMGRIFFEN EP-ES	24.03.1987	LU	24.03.2007
80	A 87 898	0 241 767	P	EP	AUSSENUMGRIFFEN EP-SE	24.03.1987	LU	24.03.2007
81	A 88 199	2 791 191	P	P	VERB-GUSS/BEWEGL JP	20.06.1990	LU	20.06.2010
82	A 88 200	159.093	P	P	VERB-GUSS/BEWEGL KR	20.06.1990	LU	20.06.2010
83	A 88 201	5,109,960	P	P	VERB-GUSS/BEWEGL US	19.06.1990	LU	19.06.2010
84	A 88 678	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-FR	01.07.1989	LU	01.07.2009
85	A 88 679	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-BE	01.07.1989	LU	01.07.2009
86	A 88 680	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-GB	01.07.1989	LU	01.07.2009
87	A 88 681	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-AT	01.07.1989	LU	01.07.2009
88	A 88 682	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-ES	01.07.1989	LU	01.07.2009
89	A 88 683	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-IT	01.07.1989	LU	01.07.2009
90	A 88 684	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-NL	01.07.1989	LU	01.07.2009
91	A 88 685	0 352 502	P	EP	VERB-SCHEIBE/GUSS EP-SE	01.07.1989	LU	01.07.2009

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at	
92	A 88 882	0 403 799	P	EP	VERBGUSS/BEWGL EP-FR	17.05.1990	LU	17.05.2010	
93	A 88 883	0 403 799	P	EP	VERBGUSS/BEWGL EP-BE	17.05.1990	LU	17.05.2010	
94	A 88 884	0 403 799	P	EP	VERBGUSS/BEWGL EP-GB	17.05.1990	LU	17.05.2010	
95	A 88 885	0 403 799	P	EP	VERBGUSS/BEWGL EP-IT	17.05.1990	LU	17.05.2010	
96	A 88 886	0 403 799	P	EP	VERBGUSS/BEWGL EP-NL	17.05.1990	LU	17.05.2010	
97	A 88 887	0 403 799	P	EP	VERBGUSS/BEWGL EP-SE	17.05.1990	LU	17.05.2010	
98	A 88 888	0 403 799	P	EP	VERBGUSS/BEWGL EP-ES	17.05.1990	LU	17.05.2010	
100	SHW0102PCT	10293319.7	A	EP	CISIZE II BRD	22.07.2002	PU	22.07.2022	
101	SHW0102EP- DE	502 01 420.2	P	EP	CISIZE II EP-DE	03.07.2002	PU	03.07.2022	Ein- spruch!
102	SHW0102EP- SE	1412113	P	EP	CISIZE II EP-SE	03.07.2002	PU	03.07.2022	Ein- spruch!
103	SHW0102EP- FR	1412113	P	EP	CISIZE II EP-FR	03.07.2002	PU	03.07.2022	Ein- spruch!
104	SHW0102EP- ES	1412113	P	EP	CISIZE II EP-ES	03.07.2002	PU	03.07.2022	Ein- spruch!
105	SHW0102EP- IT	1412113	P	EP	CISIZE II EP-IT	03.07.2002	PU	03.07.2022	Ein- spruch!
106	SHW0102EP- Tschech.	02754408.9	A	EP	CISIZE II EP-TSCHECHIEN	03.07.2002	PU	03.07.2022	Ein- spruch!
107	SHW0102US	10/483,645	A	P	CISIZE II USA	14.08.2003	PU	14.08.2023	
108	SHW0102CA	2,438,397	A	P	CISIZE II CANADA	14.08.2003	PU	14.08.2023	
109	SHW0102JP	2003-516724	A	P	CISIZE II JAPAN	22.07.2002	PU	22.07.2022	

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at	To Lapse
110	SHW0102HU	P0401206	A	P	CISIZE II UNGARN	18.02.2004	PU	18.02.2024	
111	SHW0102AU	2002320992	A	P	CISIZE II AUSTRALIEN	22.07.2003	PU	22.07.2023	
112	SHW0102KR	7000580/2004	A	P	CISIZE II KOREA	10.02.2004	PU	10.02.2024	
113	SHW0102BR	PI0211267-1	A	P	CISIZE II BRASILIEN	22.07.2003	PU	22.07.2023	
114	SHW 0103 DE	102 004 002 714	P	P	VERF.ZUM LEICHTMETALL- LEG.SINTERN BRD	20.01.2004	PU	20.01.2024	Ein- spruch!
115	SHW0202DE	101 35 485.1	A	P	VERFAHREN CISIZE BRD	20.07.2001	PU	20.07.2021	
116	SHW0202EP	1281461	P	EP	VERFAHREN CISIZE EP-DE	23.11.2001	PU	23.11.2021	Ein- spruch!
117	SHW0202EP	1281461	P	EP	VERFAHREN CISIZE EP-SE	23.11.2001	PU	23.11.2021	Ein- spruch!
118	SHW0202EP	1281461	P	EP	VERFAHREN CISIZE EP-FR	23.11.2001	PU	23.11.2021	Ein- spruch!
119	SHW0202EP	1281461	P	EP	VERFAHREN CISIZE EP-ES	23.11.2001	PU	23.11.2021	Ein- spruch!
120	SHW0202EP	1281461	P	EP	VERFAHREN CISIZE EP-IT	23.11.2001	PU	23.11.2021	Ein- spruch!
121	SHW 1661 BRD	P38 62 767.1- 08	P	EP	SAND GG 20 EP-DE	06.02.1988	LU	06.02.2008	
122	SHW 1661 ES	0 279 300	P	EP	SAND GG 20 EP-ES	06.02.1988	LU	06.02.2008	
123	SHW 1661 FR	0 279 300	P	EP	SAND GG 20 EP-FR	06.02.1988	LU	06.02.2008	
124	SHW 1661 GB	0 279 300	P	EP	SAND GG 20 EP-GB	06.02.1988	LU	06.02.2008	
125	SHW 1661 IT	0 279 300	P	EP	SAND GG 20 EP-IT	06.02.1988	LU	06.02.2008	

No	File number patent attorney	File number application / Patent- registration- number	Applica tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of To Lapse patent term at
126	SHW 1661 SE	0 279 300	P	EP	SAND GG 20 EP-SE	06.02.1988	LU	06.02.2008
127	SHW 1661 US	4,948,437	P	P	SAND GG20 US	11.02.1988	LU	11.02.2008
128	SHW 1661 US	5,032,194	P	P	SAND GG20 US DIV	25.05.1990	LU	25.05.2010
129	SHW 2106 FR	0 415 135	P	EP	ZENTRALGUSS EP-FR	07.08.1990	LU	07.08.2010
130	SHW 2106 GB	0 415 135	P	EP	ZENTRALGUSS EP-GB	07.08.1990	LU	07.08.2010
131	SHW 2106 IT	0 415 135	P	EP	ZENTRALGUSS EP-IT	07.08.1990	LU	07.08.2010
132	SHW 2106 NL	0 415 135	P	EP	ZENTRALGUSS EP-NL	07.08.1990	LU	07.08.2010
133	SHW 2106 DE	590 10 807.7-08	P	EP	ZENTRALGUSS EP-DE	07.08.1990	LU	07.08.2010
134	SHW 2106 ES	0 415 135	P	EP	ZENTRALGUSS EP-ES	07.08.1990	LU	07.08.2010
135	SHW 2106 SE	0 415 135	P	EP	ZENTRALGUSS EP-SE	07.08.1990	LU	07.08.2010
136	SHW 2106 US	5,228,495	P	P	ZENTRALGUSS US	23.08.1990	LU	23.08.2010
137	SHW 2747 CA	2,154,904	P	P	VERB-SCHEIBE/STIFT CA	21.01.1994	LU	21.01.2014
138	SHW 2747 KR	307 977	P	P	VERB-SCHEIBE/STIFT KR	21.01.1994	LU	21.01.2014
139	SHW 2747 AT	0 680 571	P	EP	SCHEIBE/STIFT EP-AT	21.01.1994	LU	21.01.2014
140	SHW 2747 DE	594 04 724.2-08	P	EP	SCHEIBE/STIFT EP-DE	21.01.1994	LU	21.01.2014
141	SHW 2747 ES	0 680 571	P	EP	SCHEIBE/STIFT EP-ES	21.01.1994	LU	21.01.2014
142	SHW 2747 FR	0 680 571	P	EP	SCHEIBE/STIFT EP-FR	21.01.1994	LU	21.01.2014
143	SHW 2747 GB	0 680 571	P	EP	SCHEIBE/STIFT EP-GB	21.01.1994	LU	21.01.2014
144	SHW 2747 IT	0 680 571	P	EP	SCHEIBE/STIFT EP-IT	21.01.1994	LU	21.01.2014
145	SHW 2747 NL	0 680 571	P	EP	SCHEIBE/STIFT EP-NL	21.01.1994	LU	21.01.2014
146	SHW 2747 PT	0 680 571	P	EP	SCHEIBE/STIFT EP-PT	21.01.1994	LU	21.01.2014

No	File number patent attorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of To Lapse patent term at
147	SHW 2747 SE	0 680 571	P	EP	SCHEIBE/STIFT EP-SE	21.01.1994	LU	21.01.2014
148	SHW 2747 US	5,823,303	P	P	VERB-SCHEIBE/STIFT US	21.01.1994	LU	21.01.2014
149	SHW 3666 P/JP	8-291227	A	P	E-ANTRIEBSPUMPE JP	15.10.1996	WI	15.10.2016 *
150	SHW 3666 P/US	5,765,521	P	P	E-ANTRIEBSPUMPE US	15.10.1996	WI	15.10.2016 *
151	SHW-P-0603.1	197 35 217.0	P	P	FELAMCAL DE	14.08.1997	LU	14.08.2017
152	SHW-P-0824.2	0 891 489	P	EP	DOPPELNIEREN II EP-DE	16.12.1997	WI	16.12.2017
153	SHW-P-0825.3	10-527189	A	P	DOPPELNIEREN II JP	16.12.1997	WI	16.12.2017
154	SHW-P-0826.4	09/125,291	P	P	DOPPELNIEREN II US	16.12.1997	WI	16.12.2017
155	SHW-P-0853.7	11-512652	A	P	FELAMCAL JP	08.08.1998	LU	08.08.2018
156	SHW-P-0854.8	6,444,055	P	P	FELAMCAL US	08.08.1998	LU	08.08.2018
157	SHW-P-0855.9	931226	P	EP	FELAMCAL EP-DE	08.08.1998	LU	08.08.2018
158	SHW-P-0932.3	2226176	P	EP	FELAMCAL EP-ES	08.08.1998	LU	08.08.2018
159	SHW-P-0933.4	931226	P	EP	FELAMCAL EP-FR	08.08.1998	LU	08.08.2018
160	SHW-P-0934.5	931226	P	EP	FELAMCAL EP-IT	08.08.1998	LU	08.08.2018
161	SHW-P-0935.6	931226	P	EP	FELAMCAL EP-PT	08.08.1998	LU	08.08.2018
162	SHW-P-0936.7	931226	P	EP	FELAMCAL EP-SE	08.08.1998	LU	08.08.2018
163	SHW-P-0937.8	931226	P	EP	FELAMCAL EP-GB	08.08.1998	LU	08.08.2018
164	SHW-P-0856.0	2,268,653	A	P	FELAMCAL CA	08.08.1998	LU	08.08.2018

\* = Application / Patent shall be let lapse.

## 2. Patens co-owned by Pledgor

No	File number patentattorney	File number application / Patent- registration- number	Applica- tion (A) or granted patent (P)	Type of right (Patent (P) / European Patent Application (EP), Utility Model (GM))	Description	Application date	Section	End of patent term at	To Lapse
1	AJ-31	19528434.8	P	P	SCHEIBENKLEMMUNG DE (co-owned with BMW)	02.08.1995			
2	BD 40	P4420758.1	P	P	COMPOSIT-SCHEIBE DE (co-owned with ITT)	15.06.1994			
		10 2005 029	A	P	SCHMIERUNG D. SAUGSEITE D. ÖLPUMPE (co-owned with Porsche)	23.06.2005	WI	23.06.2025	
	SHW0104OP1	086.8	A	EP	AISCuMg LEGIERUNG BRD (co-owned with BMW)	12.02.2000	PU	12.02.2020	
	SHW0104OP2	1 126 040	P	EP	AISCuMg LEGIERUNG EP (co-owned with BMW)	07.12.2000	PU	07.12.2020	
		6418901	P	P	AISCuMg LEGIERUNG USA (co-owned with BMW)	10.01.2001	PU	10.01.2021	



**B. Trademarks (Date 10 June 2005)**

No.	File number Patent- attorney	Patent- attorney	Description	Status	Registration number	Section	End of term
1	46 561	Marx	CISIZE (DK,GR,ES,IT,AT,PT,Fi,SE,GB,Benelux)	ERT	2421626	Pu	23.10.2011
2	46 947	Marx	CISIZE USA	ERT	2,878,326	Pu	31.08.2014
3	46 948	Marx	CISIZE Kanada	ERT	605,253	Pu	16.03.2019
4	46 949	Marx	CISIZE Brasilien	ANM	824512448	Pu	22.04.2012
5	46 950	Marx	CISIZE Japan	ERT	4728242	Pu	21.11.2013
6	32 401	Marx	TPV-WZ, Duocentric IR	LIZENZ	472377	HY	07.10.2012
7	31 785	Marx	TPV-WZ, Duocentric BRD	LIZENZ	1038461/7	HY	01.09.2011
8	32 398	Marx	TPV-WZ, Duocentric Dänemark	LIZENZ	18811983	HY	24.06.2013
9	32 400	Marx	TPV-WZ, Duocentric Schweden	LIZENZ	186 054	HY	08.04.2013
10	40 943	Marx	TPV-WZ, Duocentric GB	LIZENZ	2030864	HY	18.08.2015
11	37 389	Marx	TPV-WZ, Duocentric Südkorea	LIZENZ	249881	HY	18.09.2012
12	19 528	Marx	TPV-WZ, Trochocentric BRD	LIZENZ	891514	HY	15.04.2010
13	SHW-WZ- 0002.2	HV-R	LUPERLIT	ERT	796449/6	LU	30.11.2013
14	SHW-WZ- 0409.1	Zirkel	SHW DE	ERT	396362184	SHW	31.08.2006
15		Paulino	SHW Brasilien	ANM	824627440	SHW	30.07.2012

### C. Licenses

1. Use of trademark „Duocentric“ by Pledgor according to trademark license agreement between Pledgor and TPV dated 9/13 January 1989

Country	Owner	Lawyer's No.	Classes	Registration No./ Application No.	Registration Date / Application Date
Germany	SHW	31 785 X	7, 12, 42	1038461	Sept. 15, 1982
IR-Marke	SHW	32 401 X	7, 12, 42	472 377	Nov. 30, 1982
AT, BX, EX, FR, HU, IT, PT, DE, CH, CS, SU, YU					
Great Britain	SHW	40 943 X	12	2030864	July 26, 1996
Südkorea	SHW	37 389 X	12	249 881	Sept. 18, 1992

Country	Owner	Lawyer's No.	Classes	Registration No./ Application No.	Registration Date / Application Date
Denmark	TPV	32 398 X	7, 12, 42	1881-1983	June 24, 1983
Sweden	TPV	32 400 X	7, 12, 42	186 054	April 8, 1983

2. Use of trademark „Trochocentric“ according to trademark license agreement between Pledgor and TPV dated 9/13 January 1989

Country	Owner	Lawyer's No.	Classes	Registration No.	Registration Date
Germany	SHW	19 528 X	7, 12	891 514	April 15, 1990

3. Frame agreement with Daimler Chrysler AG on technical cooperation dated 4 February 2002 („Rahmenvereinbarung über eine technische Zusammenarbeit auf dem Gebiet von Pumpen für den Ölkreislauf von Verbrennungsmotoren vom 04.02.2002“)

Individual order from Daimler Chrysler AG „Sliding Vane Pump“ dated 4 February 2002 („Einzelauftrag „Regelbare Flügelzellenpumpe“ Vertrag vom 04.02.2002“)

Individual order from Daimler Chrysler AG „Variable Pressure Regulator“ dated 17/22 September 2003 (Einzelauftrag „Variable Druckregelung“ Vertrag vom 17. / 22.09.2003)

licensed from Daimler Chrysler AG

AZ Anm. / Pat.nr.	Anm./Patent	Type: Patent (P)	Description	Application Date	End of Patent Term
43 02 610.9	P	P	Variable Druckregelung	30.01.1993	30.01.2013

4. Agreement with Daimler Chrysler AG dated 23 February / 9 March 2005

(„Vereinbarung über „Ölleiterspirale/Entschäumungsmaßnahme vom 23.02./09.03.2005“)

licensed from Daimler Chrysler AG

Filenumber Applicant/ Patentnumber	Application (A)/ Granted Patent (P)	Type: Patent (P)	Description	Application Date	End of Patent Term
102 005 008 654.3	A	P	Ölleiterspirale	25.02.2005	25.02.2025

5. Patents licensed from TPV under agreement dated 9/21 April 1994, Amendment dated 23/ 29 September 1998 (patents relate to Duocentric- IC Technology)

Description	Country	Filenumber	Patentno./ Applicationnumber
Zahnringpumpe für Verbrennungsmotoren und Automatikgetriebe / Gear Ring Pump for Internal Combustion Engines and A/T	Deutschland	36 859	DE3938346-C1
	Europa (DE, ES, FR, GB, IT, SE)	51 143	0433576A1
	Süd-Korea	37 409	159503
	Japan	37 727	3067794
	USA	38 705	5,226,798
	Canada	37 408	2,025,824
Zahnradmaschine / Gear Type Machine	Deutschland	38 387	4200883
	Europa (CH, DE, FR, GB, IT, LI, SE)	51 565	0552443
	USA	38 928	5,368,455
	Süd-Korea	38 930	150 804
	Japan	38 929	2818723
Innenzahnradpumpe für großen Drehzahlbereich / Internal Gear Pump for Wide Speed Range	Europa (CH, FR, GB, IT, SE, DE)	51 783	0619430
	USA	39 744	5,413,470
	Canada	39 745	2,115,795
	Japan	39 746	2739034

	Süd-Korea	39 747	0193000
	China	39 749	94102640.X

6. Patents licensed from TPV under agreement dated 9/21 April 1994, Amendment dated 23/ 29 September 1998 (patents relate to IRP technology)

Description	Country	File number	Patentno./ Application number
Stufenlos verstellbare Zahnringpumpe (IRP) Indefinitely Variable Ring Gear Pump (IRP)	Deutschland	42 361	29703369.7 (Gebrauchsmuster/Utility Model)
	Europa (AT, DE, ES, FR, GB, IT, SE)	52 398	Appl.EP0846861A1
	Japan	42 772	Appl.9-326670 or JP10169571A2
	USA	42 811	6,126,420
	Canada	42 812	Appl.2,219,062
	Mexiko	42 813	211624
	Brasilien	42 814	Appl.PI9706122-0
	China	42 816	ZL97120306.7
	Süd-Korea	42 817	0 287 915
	Indien	42 818	Appl.2733/MAS/97

**SCHEDULE 2**  
**ADDRESSES FOR NOTICES**

1. The Pledgor                      Schwäbische Hüttenwerke GmbH (to be renamed  
   Schwäbische Hüttenwerke Automotive GmbH)

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Fax:                                    +49 7361 502674 / +49 7361 502560

Attention:                           Dr. Lothar Hauck / Jürgen Wagner

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   D-50667 Cologne

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Attention:                           Johannes Maret

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NORDWIND CAPITAL

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   D-80333 Munich

Tel:                                    +49 89 291 958 28

Fax:                                    +49 89 291 958 58

Attention:                           Dr. Martin Beck / Dr. Norbert Danneberg

2. The Security Agent      Commerzbank Aktiengesellschaft

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Mainzer Landstrasse 153  
DLZ-Geb. 2, Händlerhaus  
60327 Frankfurt am Main

Tel.:                            +49 69 136 24 131 / +49 69 136 21 457

Fax:                            +49 69 136 42 901

Attention:                    Bernd Optenkamp / Christian Heller

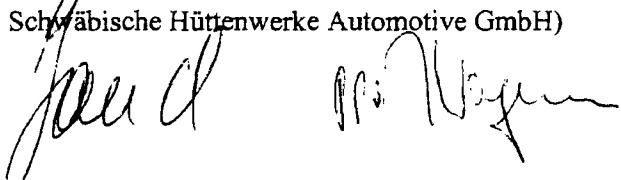
**SIGNATURES**

**As Pledgor**

**SCHWÄBISCHE HÜTTENWERKE GMBH**

(to be renamed Schwäbische Hüttenwerke Automotive GmbH)

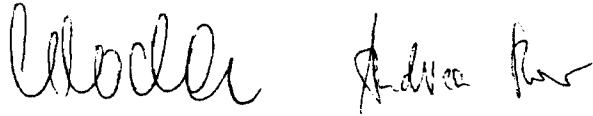
By:

Two handwritten signatures in black ink, one appearing to be 'J. D.' and the other 'M. W.', written over the company name.

**As Security Agent**

**COMMERZBANK AKTIENGESELLSCHAFT**

By:

Two handwritten signatures in black ink, one appearing to be 'W. D.' and the other 'H. D.', written over the company name.