

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Plastech Engineered Products, Inc.	02/12/2007

RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	600 East Las Colinas Blvd. Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6511109
Patent Number:	6761388
Patent Number:	6443513
Patent Number:	6536826
Patent Number:	6386624
Patent Number:	6561560
Patent Number:	6557918
Patent Number:	7007995
Application Number:	10714558
Application Number:	10817372
Application Number:	10938166

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 312-993-2698

PATENT

500233900

REEL: 018961 FRAME: 0357

OP \$440.00 6511109

Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins
Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:

Magdalini Rizakos

Total Attachments: 5

source=Plastech Patent#page1.tif

source=Plastech Patent#page2.tif

source=Plastech Patent#page3.tif

source=Plastech Patent#page4.tif

source=Plastech Patent#page5.tif

PATENT SECURITY AGREEMENT

(Second Lien Term Loan)

Patent Security Agreement, dated as of February 12, 2007 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between PLASTECH ENGINEERED PRODUCTS, INC., a Michigan corporation (the "Grantor"), and THE BANK OF NEW YORK ("BONY"), in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of February 12, 2007 (the "Pledge and Security Agreement") between the Grantor and the other grantors thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Second Lien Term Loan Credit and Guaranty Agreement dated as of February 12, 2007 (the "Credit Agreement") between Grantor, certain subsidiaries of Grantor, as guarantors, the lenders party thereto, Goldman Sachs Credit Partners L.P., as lead arranger and syndication agent, and BONY, as administrative agent and collateral agent, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and

(b) all agreements providing for the granting of any right in or to Patents (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

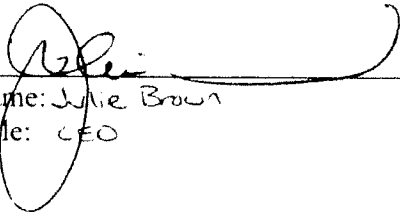
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Grantor and certain of its subsidiaries, Wells Fargo Foothill, Inc., as Revolving Credit Collateral Agent, Goldman Sachs Credit Partners L.P., as First Lien Term Loan Collateral Agent, and BONY, as Second Lien Term Loan Collateral Agent, and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLASTECH ENGINEERED PRODUCTS, INC.

By: 
Name: Julie Brown
Title: CEO

[Signature Page to Second Lien Term Loan Patent Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK
as Collateral Agent

By: _____

Name:

Title:


ROBERT D HINGSTON
VICE PRESIDENT

[Signature Page to Second Lien Term Loan Patent Security Agreement-
Plastech Engineered Products, Inc.]

PATENT
REEL: 018961 FRAME: 0362

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Patent	Registered Owner	Patent Number	Issue Date
Bumper System for an Automotive Vehicle	Plastech Engineered Products, Inc.	6,511,109	1/28/2003
Console System having a Double-Hinged Lid	Plastech Engineered Products, Inc.	6,761,388	7/13/2004
Cup Bumper Absorber	Plastech Engineered Products, Inc.	6,443,513	9/03/2002
Foldable Cargo Box	Plastech Engineered Products, Inc.	6,536,826	3/25/2003
Front End Assembly for an Automotive Vehicle	Plastech Engineered Products, Inc.	6,386,624	5/14/2002
Vehicle Cargo Area Extender	Plastech Engineered Products, Inc.	6,561,560	5/13/2003
Vehicle Cargo Area Extender	Plastech Engineered Products, Inc.	6,557,918	5/06/2003
Vehicle Cargo Bed Extender	Plastech Engineered Products, Inc.	7,007,995	3/07/2006

Patent Applications

Patent	Holder	Serial Number
Mold-In Color Panels	Plastech Engineered Products, Inc.	10/714,558
System and Method for Engine Compartment Optimization.	Plastech Engineered Products, Inc.	10/817,372
Vehicle Cargo Bed Extender having a Pin Lock Assembly	Plastech Engineered Products, Inc.	10/938,166