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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Remy Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/10/07

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC, as Administrative Agent

Internal Address: _____

Street Address: 200 Park Avenue

City: New York

State: New York

Country: United States Zip: 10166

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A attached hereto.

B. Patent No.(s)

See Schedule A attached hereto.

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Tracey D. Bennett

Internal Address: c/o Paul, Hastings, Janofsky &

Walker LLP

Street Address: 75 E. 55th Street

City: New York

State: New York

Zip: 10022

Phone Number: 212-318-6535

Fax Number: 212-230-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,080.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Tracey D. Bennett
Signature

10/19/07
Date

Tracey D. Bennett
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 53

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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SCHEDULE A
to
PATENT COVER SHEET

I. PATENT REGISTRATIONS

| Grantor | Patent | Reg. No. |
|----------------|--|-----------------|
| Remy Inc. | Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5105114 |
| Remy Inc. | Brush Holder Assembly | U.S. 5252878 |
| Remy Inc. | Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5281881 |
| Remy Inc. | Shift Lever Mechanism for Engine Starting Apparatus | U.S. 5295404 |
| Remy Inc. | Electric Engine Starter | U.S. 5307700 |
| Remy Inc. | Engine Starter Having An Internal Shield | U.S. 5307702 |
| Remy Inc. | Method of Making Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5353491 |
| Remy Inc. | Electric Engine Starter | U.S. 5505169 |
| Remy Inc. | Single Piece Brush Fixture for Dynamoelectric Machine | U.S. 5753992 |
| Remy Inc. | Snap-On Heat Shield for A Starter Solenoid | U.S. 5831357 |
| Remy Inc. | Sensorless Power Angle Control for A Vehicle Alternator | U.S. 6081084 |
| Remy Inc. | Coaxial Starter Motor Assembly Having A Return Spring Spaced From The Pinion Shaft | U.S. 6630760 |
| Remy Inc. | Semi-Solid Solenoid | U.S. 6552638 |
| Remy Inc. | Dynamic Weld Power Termination for Hot-Staking Armature Commutators | U.S. 6545243 |
| Remy Inc. | Engagement & Disengagement Mechanism for A Coaxial Starter Motor Assembly | U.S. 6,633,099 |
| Remy Inc. | Electrical Circuit for Providing A Reduced Average Voltage | U.S. 6,744,146 |

| | | |
|-----------|--|----------------|
| Remy Inc. | One Piece Stator Lead and Terminal Insulator | U.S. 6,825,586 |
| Remy Inc. | Performance Improvement of Integrated Starter Alternator by Changing Stator Winding Connection | U.S. 6,894,455 |
| Remy Inc. | Engine Starting Motor Anti-Milling Device | U.S. 7,145,259 |

II. PATENT APPLICATIONS

| Grantor | Patent Application | Application Serial Number |
|----------------|--|----------------------------------|
| Remy Inc. | Modular Planetary Gear Set For Wide Performance Range | U.S. 11/585,960 |
| Remy Inc. | Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints | U.S. 11/018,652 |
| Remy Inc. | Systems and Methods for Fastening Internal Cooling Fans to Claw-Pole Electro-Mechanical Machines | U.S. 11/071,439 |
| Remy Inc. | Flexible Diode Connection for Pressfit | U.S. 11/127,453 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | U.S. 10/921,160 |
| Remy Inc. | Systems and Methods for Distributing Loads | U.S. 11/405,496 |
| Remy Inc. | Modular Planetary Gear Assembly | U.S. 11/585,960 |
| Remy Inc. | Generator Load Synchronizer | U.S. Provisional 60/672,520 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN) (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of October 10, 2007, is made by each of the grantors listed on the signature pages hereto and each additional party which becomes a grantor hereto pursuant to Section 8 hereof (collectively, "Grantors" and each individually, a "Grantor"), in favor of BARCLAYS BANK PLC in its capacity as Administrative Agent ("Agent") for itself and the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession and Exit First Lien Credit Agreement, dated as of the date hereof (including, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Borrowers, Grantors, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders, Lenders have agreed to make certain Loans to Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors desire to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):
 - (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Upon entry of the Interim Order and the Final Order (as applicable), this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon entry of the Interim Order and the Final Order (as applicable) and filing by Agent of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same in each case unless Grantor has elected as determined in its reasonable business judgment to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(b) If any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent notice of filed applications during any Fiscal Quarter, which notice shall be on a quarterly basis and upon the request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of renewals, affidavits of use, affidavits of noncontestability and opposition, interference and cancellation proceedings unless Grantor has elected, in its reasonable business judgment, to abandon any application or registration which each such Grantor deems in its reasonable business judgment to be no longer material to the conduct of its business or operations.

(d) In the event that any of the material Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent reasonably promptly after such Grantor learns thereof unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations in its reasonable business judgment. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise reasonably request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed (including the filing of petitions in connection with the Chapter 11 Cases) by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

12. RELATION TO INTERCREDITOR AGREEMENT (REVOLVER). Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement (Revolver), dated as of October 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement (Revolver)"), among Barclays Bank PLC, as Revolver Administrative Agent, Barclays Bank PLC and Wachovia Capital Finance Corporation (Central), as Revolver Co-Collateral Agents, Barclays Bank PLC, as Term Loan (First Lien) Administrative Agent, and Barclays Bank PLC, as Term Loan (Second Lien) Administrative Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement (Revolver) and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement (Revolver) shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

REMY INTERNATIONAL, INC.
WESTERN REMAN INDUSTRIAL, INC.
M. & M. KNOFF AUTO PARTS, L.L.C.
POWER INVESTMENTS, INC.
PUBLITECH, INC.
REMAN HOLDINGS, L.L.C.
REMY INC.
REMY ALTERNATORS, INC.
REMY INDIA HOLDINGS, INC.
REMY KOREA HOLDINGS, L.L.C.
REMY REMAN, L.L.C.
REMY SALES, INC.
WESTERN REMAN INDUSTRIAL, LLC
REMY INTERNATIONAL HOLDINGS, INC.
UNIT PARTS COMPANY
WORLD WIDE AUTOMOTIVE, L.L.C.

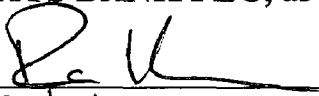
By: Kerry A. Shiba
Name: Kerry A. Shiba
Title: Senior Vice President and Chief Financial Officer

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 020056 FRAME: 0205

ACCEPTED AND ACKNOWLEDGED:

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name: RON KUBICK

Its: Duly Authorized Signatory

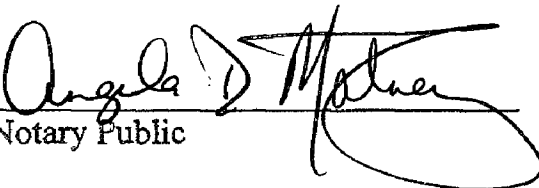
[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
))
COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESTERN REMAN INDUSTRIAL, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 020056 FRAME: 0208

ACKNOWLEDGMENT OF GRANTOR

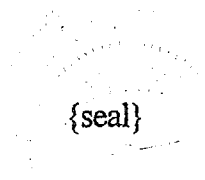
STATE OF INDIANA)

ss.

COUNTY OF MADISON)

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M. & M. KNOPF AUTO PARTS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Angela D. Matney
Notary Public



Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

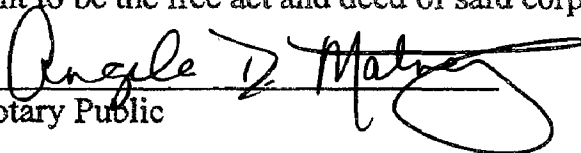
ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)

COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PUBLITECH, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

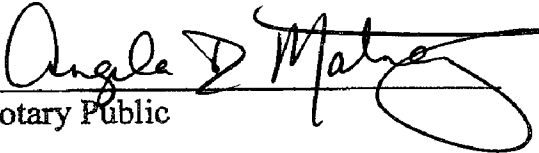
PATENT
REEL: 020056 FRAME: 0211

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMAN HOLDINGS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware

My Commission Expires on: 09/03/2011

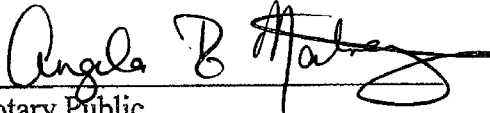
STATE OF INDIANA
COUNTY OF MADISON

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INDIA HOLDINGS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

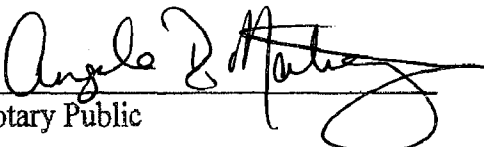
PATENT
REEL: 020056 FRAME: 0215

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY KOREA HOLDINGS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

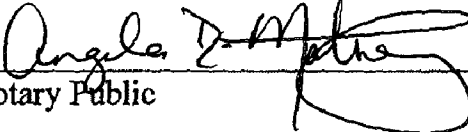
PATENT
REEL: 020056 FRAME: 0216

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY SALES, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

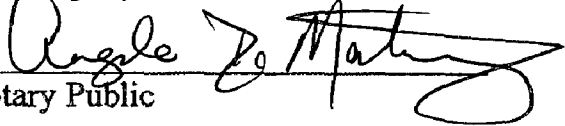
ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)

COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESTERN REMAN INDUSTRIAL, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

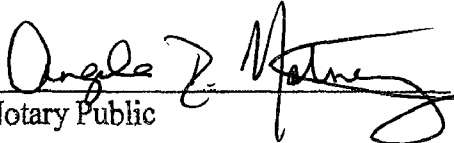
ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)

COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INTERNATIONAL HOLDINGS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 020056 FRAME: 0220

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)

COUNTY OF MADISON)

ss.

On this 2nd day of October, 2007 before me personally appeared Kerry A. Shiba, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WORLD WIDE AUTOMOTIVE, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Angela D. Matney
Notary Public

{seal}

Angela D. Matney, Notary Public

County of Residence: Delaware
My Commission Expires on: 09/03/2011

STATE OF INDIANA
COUNTY OF MADISON

[FIRST LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| Grantor | Patent | Reg. No. | Registration Date | Expiration Date |
|-----------|---|--------------|-------------------|-----------------|
| Remy Inc. | Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5105114 | Apr. 14, 1992 | May 20, 2011 |
| Remy Inc. | Brush Holder Assembly | U.S. 5252878 | Oct. 12, 1993 | Dec. 17, 2012 |
| Remy Inc. | Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5281881 | Jan. 25, 1994 | Feb. 25, 2013 |
| Remy Inc. | Shift Lever Mechanism for Engine Starting Apparatus | U.S. 5295404 | Mar. 22, 1994 | Dec. 4, 2012 |
| Remy Inc. | Electric Engine Starter | U.S. 5307700 | May 3, 1994 | Dec. 4, 2012 |
| Remy Inc. | Engine Starter Having An Internal Shield | U.S. 5307702 | May 3, 1994 | Feb. 8, 2013 |
| Remy Inc. | Method of Making Frame and Magnet Assembly for A Dynamoelectric Machine | U.S. 5353491 | Oct. 11, 1994 | Sep 20, 2013 |
| Remy Inc. | Electric Engine Starter | U.S. 5505169 | Apr. 9, 1996 | July 19, 2013 |
| Remy Inc. | Single Piece Brush Fixture for Dynamoelectric Machine | U.S. 5753992 | May 19, 1998 | Nov. 7, 2016 |
| Remy Inc. | Snap-On Heat Shield for A Starter Solenoid | U.S. 5831357 | Nov. 3, 1998 | July 15, 2017 |
| Remy Inc. | Sensorless Power Angle Control for A Vehicle Alternator | U.S. 6081084 | June 27, 2000 | May 12, 2019 |

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|--------------------------|--|--|---------------|-------------------|
| Remy Inc. | Coaxial Starter Motor Assembly Having A Return Spring Spaced From The Pinion Shaft | U.S. 6630760 | Oct. 7, 2003 | December 5, 2021 |
| Remy Inc. | Semi-Solid Solenoid | U.S. 6552638 | Apr. 22, 2003 | July 12, 2020 |
| Remy Inc. | Dynamic Weld Power Termination for Hot-Staking Armature Commutators | U.S. 6545243 B1 | Apr. 8, 2003 | Sep. 14, 2021 |
| Remy Inc. | Engagement & Disengagement Mechanism for A Coaxial Starter Motor Assembly | U.S. 6,633,099 | Oct. 14, 2003 | December 5, 2021 |
| Remy Inc. | Electrical Circuit for Providing A Reduced Average Voltage | U.S. 6,744,146 | June 1, 2004 | September 5, 2022 |
| Remy Inc. | One Piece Stator Lead and Terminal Insulator | U.S. 6,825,586 | Nov. 30, 2004 | October 29, 2022 |
| Remy Inc. | Performance Improvement of Integrated Starter Alternator by Changing Stator Winding Connection | U.S. 6,894,455 B2 | May 17, 2005 | April 30, 2023 |
| Remy Inc. | Engine Starting Motor Anti-Milling Device | U.S. 7,145,259 | May 05, 2006 | |
| Remy International, Inc. | Electrical Field Connection | U.S. 5,268,605 (Assigned from Delphi) | Dec. 17, 1993 | Mar. 29, 2013 |
| Remy International, Inc. | Electromagnetic Device with Embedded Windings & Method for Its Manufacture | U.S. 6,232,681 | May 15, 2001 | Mar. 23, 2020 |
| Remy International, | Starter Motor Assembly | U.S. 6,109,122 | Aug. 29, 2000 | Nov. 10, 2018 |

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|--------------------------|---|--|----------------|--------------------------------|
| Inc. | | | | |
| Remy International, Inc. | Starter Motor Assembly | EPC 1181448 | Feb. 8, 2006 | Nov. 3, 2019 |
| Remy International, Inc. | Starter Motor Assembly | German 99965745.5 | Feb. 8, 2006 | Nov. 3, 2019 |
| Remy International, Inc. | Electromagnetic Device with Embedded Windings & Method for Its Manufacture | U.S. 6,362,544 | Mar. 26, 2002 | Mar. 23, 2020 |
| Remy International, Inc. | Multi-Sets Rectangular Copper Hairpin Windings for High Efficiency Electric Machines in Hybrid Vehicles | U.S. 6,894,417 | May 17, 2005 | May 15, 2023 |
| Remy International, Inc. | Flare Tooth Stator for An AC Generator | U.S. 6,742,238 (Assigned from Delphi) | June 1, 2004 | August 8, 2021 |
| Remy International, Inc. | Radiused Stator Core End Faces | U.S. 6,707,225 B2 (Assigned from Delphi) | March 16, 2004 | February 26, 2021 plus 89 days |
| Remy International, Inc. | Electronic Package for Electrical Machine | U.S. 6,911,750 | June 28, 2005 | July 3, 2023 |
| Remy International, Inc. | Electronic Package for Electrical Machine | U.S. 6,995,486 | Feb. 7, 2005 | July 3, 2023 |
| Remy International, Inc. | Method & Apparatus To Suppress Electrical Noise in a Rotor Assembly for an Electrical Machine | U.S. 7,015,608 | Mar. 21, 2006 | July 27, 2024 |
| Remy International, Inc. | Method & Apparatus for Contamination Protection for Ball Bearing Assembly | U.S. 7,078,837 | July 18, 2006 | Jan. 28, 2025 |

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|--------------------------|---|----------------|----------------|--------------|
| Remy International, Inc. | Electrical Thermal Overstress Protection Device | U.S. 7,209,337 | April 27, 2007 | |
| Remy International, Inc. | Multi-Set Rectangular Copper Hairpin Windings for Electric Machines | U.S. 7,034,428 | April 25, 2006 | May 15, 2023 |
| Unit Parts Company | Voltage Regulator Spacing Member | U.S. 5907203 | May 25, 1999 | |
| Unit Parts Company | Alternator with An Improved Battery Terminal Assembly | U.S. 5998891 | Dec. 7, 1999 | |
| Unit Parts Company | Voltage Regulator Spacing Member | U.S. 6020662 | Feb. 1, 2000 | |
| Unit Parts Company | Alternator System | U.S. 6140722 | Oct. 31, 2000 | |
| Unit Parts Company | Alternator System | U.S. 6252320 | June 26, 2001 | |
| Unit Parts Company | Alternator | U.S. 6304012 | Oct. 16, 2001 | |
| Unit Parts Company | Alternator System | U.S. 6476527 | Nov. 5, 2002 | |
| Unit Parts Company | Mobile AC Power System | U.S. 6476509 | Nov. 5, 2002 | |

II. PATENT APPLICATIONS

| Grantor | Patent Application | Application Serial Number | Application Date/Issue Date |
|-----------|---|---------------------------|-----------------------------|
| Remy Inc. | Modular Planetary Gear Set For Wide Performance Range | U.S. 11/585,960 | October 25, 2006 |
| Remy Inc. | Engagement and Disengagement Mechanism for A | German 10256957.6 | Dec. 5, 2001 |

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|-----------|---|------------------------|-------------------|
| | Coaxial Starter Motor Assembly | | |
| Remy Inc. | Multi-Sets Rectangular Copper Hairpin Windings for High Efficiency Electric Machines in Hybrid Vehicles | German 10321956.0 | May 15, 2003 |
| Remy Inc. | Electrical Circuit for Providing A Reduced Average Voltage | Germany 10340883.5 | Sep. 4, 2003 |
| Remy Inc. | Coaxial Starter Motor Assembly Having A Return Spring Spaced from the Pinion Shaft | German 102256901.0 | Dec. 5, 2002 |
| Remy Inc. | Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints | U.S. 11/018,652 | December 21, 2004 |
| Remy Inc. | Systems and Methods for Fastening Internal Cooling Fans to Claw-Pole Electro-Mechanical Machines | U.S. 11/071,439 | March 4, 2005 |
| Remy Inc. | Flexible Diode Connection for Pressfit | U.S. 11/127,453 | May 12, 2005 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | U.S. 10/921,160 | August 19, 2004 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | China 2005 10089454.1 | August 11, 2005 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | Japan 2005-238363 | August 19, 2005 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | Korea 120-2005-0076035 | August 19, 2005 |
| Remy Inc. | Moisture Exhausting Membrane in Electrical Solenoid | EPC 05016401.1 | July 28, 2005 |
| Remy Inc. | Systems and Methods for Distributing Loads | U.S. 11/405,496 | Apr. 18, 2006 |
| Remy Inc. | Modular Planetary Gear Assembly | U.S. 11/585,960 | Oct. 25, 2006 |

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|--------------------------|--|-----------------------------|-------------------|
| Remy Inc. | Generator Load Synchronizer | U.S. Provisional 60/672,520 | April 19, 2005 |
| Remy International, Inc. | Sealed and Oil Lubricated Starter Motor Gear Reduction System and Clutch Mechanism | U.S. 11/005,719 | December 7, 2004 |
| Remy International, Inc. | Sealed and Oil Lubricated Starter Motor Gear Reduction Ssystem and Clutch Mechanism | EPC 05251003.9 | February 21, 2005 |
| Remy International, Inc. | Sealed and Oil Lubricated Starter Motor Gear Reduction Ssystem and Clutch Mechanism | S. Korea 10-2005-0016357 | February 28, 2005 |
| Remy International, Inc. | Electronic Package for Electrical Machine | China 200480019017.6 | June 24, 2004 |
| Remy International, Inc. | Electronic Package for Electrical Machine | Germany 112004001176.0 | June 24, 2004 |
| Remy International, Inc. | Electronic Package for Electrical Machine | S. Korea 205-7025092 | June 24, 2004 |
| Remy International, Inc. | Method and Apparatus to Suppress Electrical Noise in A Rotor Assembly for An Electrical Machine | Germany 032 516.5 | July 12, 2005 |
| Remy International, Inc. | Improved Rotor Core | U.S. 11/151,970 | June 14, 2005 |
| Remy International, Inc. | Electronic Package for Electrical Machine | PCT PCT/US 05/31347 | September 1, 2005 |
| Remy International, Inc. | Attachment Method for An Alternator Protective Rear Cover | U.S. 11/056,875 | February 11, 2005 |
| Remy International, Inc. | Three-Phase Synchronous AC Generator with Electrically Phase Shifted Stator Windings for Reduced Mechical and Magnetic Noise | U.S. 11/080,746 | March 15, 2005 |
| Remy International, | Apparatus for | U.S. 11/114,665 | April 26, 2005 |

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|--------------------------|--|-----------------|--------------------|
| Inc. | Determining Wear in the Frictional Components of An Alternator | | |
| Remy International, Inc. | Bobbin for A Dynamoelectric Machine and Method | U.S. 11/520,544 | September 13, 2006 |
| Remy International, Inc. | Flexible Lead for A Pressfit Diode Bridge | U.S. 11/242,544 | October 3, 2005 |
| Remy International, Inc. | Multiphase Fractional Slot Windings in Multi-Set Segmented Bar Shape (Hairpin) Windings | U.S. 11/187,138 | July 21, 2005 |
| Remy International, Inc. | DR34S Alternator Rotor Rear Fan and Rear Pole Retention Design | U.S. 11/263,252 | October 31, 2005 |
| Remy International, Inc. | Alternator Rotor with Improved Cooling, Magnetic Noise and Reduced Inertia Using "Shark-Toothed Rotor Pole Fingers | U.S. 11/192,349 | July 28, 2005 |
| Remy International, Inc. | Current Sensor for Electrical Machine Control | U.S. 11/498,380 | August 1, 2006 |
| Remy International, Inc. | Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints | U.S. 7,256,364 | Dec. 21, 2004 |
| Remy International, Inc. | High Slot Fill Stator | U.S. 11/303,559 | Dec. 16, 2005 |
| Remy International, Inc. | Electronics Package for Electrical Machine | U.S. 11/217,639 | Sep. 1, 2005 |
| Remy International, Inc. | System And Method For Manufacture Of Coil Windings | U.S. 11/356,336 | February 16, 2006 |
| Remy International, Inc. | Systems And Methods For Distributing Loads | U.S. 11/405,496 | April 18, 2006 |
| Remy International, Inc. | Dynamoelectric Machine Having Reduced Magnetic Noise & Method | U.S. 11/346,902 | February 23, 2006 |

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|--------------------------|---|-----------------|-------------------|
| Remy International, Inc. | Dynamolectric Machine Having Reduced Magnetic Noise & Method | PCT/US07/02168 | January 26, 2007 |
| Remy International, Inc. | Bearing Retainer | | July 25, 2006 |
| Remy International, Inc. | Method & Apparatus for Forming A Wire to Include Coil Segments | U.S. 11/442,841 | May 30, 2006 |
| Remy International, Inc. | Brushless Alternator With Stationary Shaft | U.S. 11/394,258 | March 30, 2006 |
| Remy International, Inc. | Electric Machine Rotor Pole Piece With Anti-Coil Rotation | U.S. 11/437,177 | May 18, 2006 |
| Remy International, Inc. | Electric Machine Rotor Pole Piece With Anti-Coil Rotation | PCT/US07/09129 | April 11, 2007 |
| Remy International, Inc. | Stator Of A Rotary Electric Machine Having Secured Core Slot Insulators | U.S. 11/390,485 | March 27, 2006 |
| Remy International, Inc. | Stator Of A Rotary Electric Machine Having Secured Core Slot Insulators | PCT/US07/06208 | March 9, 2007 |
| Remy International, Inc. | Electric Machine with Interior Permanent Magnets | U.S. 11/811,722 | June 12, 2007 |
| Remy International, Inc. | Alternator Rotor Coil Wire Routing | U.S. 11/434,700 | May 16, 2006 |
| Remy International, Inc. | Brushless Electric Machine Having A Stator With Cascade End Loops | U.S. 11/511,789 | November 29, 2006 |
| Remy International, Inc. | Dynamolectric Machine Brush And Method | U.S. 11/544,126 | October 6, 2006 |
| Remy International, Inc. | Single Track Layer Stator Terminal Assembly | U.S. 11/543,624 | October 5, 2006 |
| Remy International, Inc. | Dynamolectric Machine Grommet | U.S. 11/544,083 | October 6, 2006 |
| Remy International, Inc. | Dynamolectric Machine Brush Holder Assembly And Method | U.S. 11/544,082 | October 6, 2006 |
| Remy International, Inc. | Magnet For A Dynamolectric Machine, Dynamolectric | U.S. 11/760,478 | June 8, 2007 |

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|--------------------------|---|---------------------------|------------------|
| | Machine And Method | | |
| Remy International, Inc. | Magnet For A Dynamoelectric Machine, Dynamoelectric Machine And Method | PCT (not yet available) | June 8, 2007 |
| Remy International, Inc. | Terminals & Connections Between Multi-Set Segmented Bar Shape (Hairpin) Windings | U.S. 11/811,472 | June 12, 2007 |
| Remy International, Inc. | Terminals & Connections Between Multi-Set Segmented Bar Shape (Hairpin) Windings | PCT (not yet available) | June 12, 2007 |
| Remy International, Inc. | Slotted Shift Lever Plug With Multiple Pivot Positions | U.S. 11/654,279 | January 17, 2007 |
| Remy International, Inc. | Method And System For Improving Voltage Regulator Accuracy In Vehicle Alternators | U.S. 11/539,402 | October 6, 2006 |
| Remy International, Inc. | Method And System For Communicating Voltage Regulator Switching Information To A Vehicle Computer | U.S. 11/539,418 | October 6, 2006 |
| Remy International, Inc. | Method And System For Protecting Voltage Regulator Driver Circuitry During Field Coil Short Circuit Condition | U.S. 11/539,425 | October 6, 2006 |
| Remy International, Inc. | Starter Motor With Bi-Directional Clutch Over Planetary Gear Device | U.S. 60/833,451 | July 26, 2006 |
| Remy International, Inc. | Dynamoelectric Machine Rotor & Method For Reducing Torque Ripple | U.S. 60/835,811 | August 4, 2006 |
| Remy International, Inc. | Dynamoelectric Machine Conductor And Method | China (not yet available) | (unavailable) |
| Remy International, Inc. | Dynamoelectric Machine Conductor And Method | U.S. 11/544,081 | October 6, 2006 |
| Remy International, Inc. | Planetary Starter Apparatus And Assembly Method Thereof | U.S. 11/701,046 | February 2, 2007 |

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|--------------------------|--|--------------------------|-------------------|
| Remy International, Inc. | Torque Control Regulator | U.S. 11/676,817 | February 20, 2007 |
| Remy International, Inc. | Bearing Retainer | U.S. Prov 60/833,122 | July 25, 2006 |
| Remy International, Inc. | Magnet For A Dynamoelectric Machine, Dynamoelectric Machine And Method | U.S. 60/813,115 | June 12, 2006 |
| Remy International, Inc. | Starter Motor With Bi-Directional Clutch Over Planetary Gear Device | U.S. 60/833, 451 | July 26, 2006 |
| Remy International, Inc. | Dynamoelectric Machine Rotor & Method For Reducing Torque Ripple | U.S. 60/835,811 | August 4, 2006 |
| Remy International, Inc. | Torque Control Regulator | Not Yet Determined | February 20, 2007 |
| Remy International, Inc. | Methods & Systems for Routing Conductors in Electro-Mechanical Machines | U.S. 11/166,264 | June 27, 2005 |
| Remy International, Inc. | Brushless Alternator with Triple Bearing Technology | U.S. (not yet available) | July 2, 2007 |
| Remy International, Inc. | High Current Rectifier Package | U.S. 11/789,134 | April 24, 2007 |
| Remy International, Inc. | Airflow Cooling Pattern for Belt-Driven Vehicle Electrical Power Generator | U.S. (not yet available) | August 2, 2007 |
| Remy International, Inc. | Magnet Support & Retention System for Hybrid Rotors | U.S. (not yet available) | August 2, 2007 |
| Remy International, Inc. | Power Pack for a Doubly-Excited Synchronous Electrical Machine | U.S. 11/741,423 | April 27, 2007 |
| Remy International, Inc. | Method of Liquid Cooling An Electric Machine | U.S. (not yet available) | March 16, 2007 |
| Remy International, Inc. | Integrated IMS for Starter Motor | U.S. 11/771,185 | June 29, 2007 |

III. PATENT LICENSES

Licensor: Delphi Technologies, Inc.

| Licensee | Patent Description | Registration Number | Registration Date | Expiration Date |
|--------------------------|--|---------------------|-------------------|-----------------|
| Remy International, Inc. | Alternating Current Generator Rotor and Fan | U.S. 4588911 | Not available | Dec. 14, 2004 |
| Remy International, Inc. | Alternating Current Generator Rotor | U.S. 4588915 | Not available | Dec. 14, 2004 |
| Remy International, Inc. | Bridge Rectifier | U.S. 4606000 | Not available | Mar. 27, 2005 |
| Remy International, Inc. | Alternating Current Generator | U.S. 4959577 | Not available | Oct. 23, 2009 |
| Remy International, Inc. | Dual Face Cooling Fan for A Dynamoelectric Machine | U.S. 4961016 | Not available | Aug. 9, 2009 |
| Remy International, Inc. | Pulley with Integral Fastener and Spacer | U.S. 5163883 | Not available | Dec. 4, 2011 |
| Remy International, Inc. | Method of Manufacturing A Pulley with Integral Fastener and Spacer | U.S. 5195241 | Not available | Dec. 4, 2011 |
| Remy International, Inc. | Alternating Current Generator Rotor | U.S. 5254896 | Not available | Nov. 20, 2012 |
| Remy International, Inc. | Self-Attaching Cover for A Dynamoelectric Machine | U.S. 5315195 | Not available | Apr. 22, 2013 |
| Remy International, Inc. | Electrical Connector for Alternating Current Generators | U.S. 5350959 | Not available | May 20, 2013 |
| Remy International, Inc. | Bridge Rectifier Having An Output Terminal Stud | U.S. 5453648 | Not available | Oct. 14, 2013 |
| Remy | Alternating | U.S. 5552651 | Not available | July 3, 2015 |

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|--------------------------|---|----------------|---------------|---------------|
| International, Inc. | Current Generator | | | |
| Remy International, Inc. | Rotor Assembly for Hybrid Alternator | U.S. 5578885 | Not available | Dec. 22, 2014 |
| Remy International, Inc. | Method of Making An AC Generator Rotor Segment | U.S. 5607525 | Not available | Sep. 19, 2014 |
| Remy International, Inc. | Fan and Slip Ring Assembly | U.S. 5625244 | Not available | Sep. 25, 2015 |
| Remy International, Inc. | Rotor for Hybrid Generator Having Improved Magnet Retention | U.S. 5747913 | Not available | May 12, 2015 |
| Remy International, Inc. | Thermally Responsive Compressive Diode Assembly | U.S. 5773885 | Not available | June 6, 2016 |
| Remy International, Inc. | Electric Motor or Generator | U.S. 6181038 | Not available | May 15, 2017 |
| Remy International, Inc. | Apparatus and Method for Providing An Output Signal Indicative of Engine Rotational Speed and/or Generator Rotational Speed | U.S. 6215285 | Not available | Oct. 20, 2019 |
| Remy International, Inc. | Apparatus and Method for Motion-Based Activation of A Voltage Regulator | U.S. 6225790 | Not available | Oct. 20, 2019 |
| Remy International, Inc. | High Fill Stator Design | U.S. 6278213 | Not available | Jan. 13, 2020 |
| Remy International, Inc. | Thermally Responsive Compressive Diode Assembly | Japan 2802268 | Not available | June 6, 2017 |
| Remy International, Inc. | Air Cooled Machine & Cooling Fan | France 8122832 | Not available | Dec. 17, 2001 |
| Remy | Bridge Rectifier | Canada | Not available | Oct. 30, 2007 |

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|--------------------------|-------------------------------------|--------------|---------------|---------------|
| International, Inc. | | | | |
| Remy International, Inc. | Generator Voltage Regulating System | U.S. 4636706 | Not available | Sep. 12, 2005 |

Licensor: Delphi Technologies, Inc.

| Licensee | Patent Application | Application Serial Number | Application Date |
|--------------------------|---|---------------------------|------------------|
| Remy International, Inc. | Stator Winding Pattern for Reduced Magnetic Noise | U.S. 09/765184 | June 4, 1999 |
| Remy International, Inc. | Apparatus and Method for Providing An Output Signal Indicative of Engine Rotational Speed and/or Generator Rotational Speed | German 10051916.4 | Aug. 14, 2000 |
| Remy International, Inc. | Common Pin Voltage | U.S. 09/841616 | Feb. 15, 2000 |
| Remy International, Inc. | Electromagnetic Pressing of Powder Iron for Stator Core Applications | U.S. 09/795201 | Feb. 15, 2000 |
| Remy International, Inc. | Rotor for An AC Generator | U.S. 09/900248 | May 11, 2000 |
| Remy International, Inc. | Slip Ring End (SRE) Fan Having Coil Lead Retention Feature | U.S. 09/723498 | May 23, 2000 |
| Remy International, Inc. | Rotor Slip Ring and Method of Coil to Slip Ring Termination | U.S. 09/723500 | May 23, 2000 |
| Remy International, Inc. | AC Generator Having Stator Assembly with Improved Phase | U.S. 09/861179 | May 11, 2000 |

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|--------------------------------|---|-----------------------|---------------|
| | Coil Insertion Order to Reduce Noise | | |
| Remy International, Inc. | Apparatus and Method for Securing Wires of A Rotor | U.S. 09/773274 | Dec. 15, 2000 |
| Remy International, Inc. | Voltage Regulator Control | U.S. 09/908478 | Feb. 14, 2001 |
| Remy International, Inc. | Electric Motor or Generator | UK 97201179.5 | Jan. 22, 1997 |
| Remy International, Inc. | Electric Motor or Generator | France 97201179.5 | Jan. 22, 1997 |
| Remy International, Inc. | Electric Motor or Generator | EP 97201179.5 | Jan. 22, 1997 |
| Remy International, Inc. | Electric Motor or Generator | Germany 97201179.5 | Jan. 22, 1997 |
| Remy International, Inc. | Wave Wound Stator Assembly for A Rotating Machine | U.S. 09/540100 | Apr. 10, 2000 |
| Remy International, Inc. | Wave Wound Stator Assembly for A Rotating Machine | Germany 19939894.1 | July 2, 1997 |
| Remy International, Inc. | Front Mounted Electronics with Fan Cooling | U.S. 09/482594 | Apr. 20, 1998 |
| Remy International, Inc. | Integrated Plastic Pulley and Slip Ring Assembly | U.S. 09/491965 | Apr. 20, 1998 |
| Remy International, Inc. | Torsional Tuning of Generator to Reduce Noise | U.S. 09/576734 | July 1, 1999 |
| Remy International, Inc. | Electric Motor or Generator | Italy 200844.9 | Nov. 19, 1999 |
| Remy | Electric Motor or | UK 200844.9 | Nov. 19, 1999 |

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|--------------------------|--|------------------|---------------|
| International, Inc. | Generator | | |
| Remy International, Inc. | Electric Motor or Generator | UK 9907511.1 | Feb. 17, 1999 |
| Remy International, Inc. | Electric Motor or Generator | France 200844.9 | Nov. 19, 1999 |
| Remy International, Inc. | Electric Motor or Generator | EP 200844.9 | Nov. 19, 1999 |
| Remy International, Inc. | Electric Motor or Generator | Germany 200844.9 | Nov. 19, 1999 |
| Remy International, Inc. | Compact Dynamoelectric Machine | U.S. 09/482368 | Mar. 8, 1999 |
| Remy International, Inc. | Rectifier Assembly for An Air-Cooled Generator | U.S. 09/483100 | Mar. 8, 1999 |
| Remy International, Inc. | Rotor Heat Exchanger | UK 9929099.1 | Mar. 10, 1999 |

Licensor: Visteon

| Licensee | Patent Application | Application Serial Number | Application Date |
|--------------------------|---|---------------------------|---------------------|
| Remy International, Inc. | Automotive Alternator Stator Assembly with Varying End Loop Height Between Layers | U.S. 10/324319 | Issued Sep. 7, 2004 |
| Remy International, Inc. | Automotive Alternator Stator Assembly with Varying End Loop Height Between Layers | DE 10359863.4 | Dec. 18, 2003 |
| Remy International, Inc. | Automotive Alternator Stator Assembly with | GB 032600.1 | Dec. 22, 2003 |

| | Varying End Loop Height Between Layers | | |
|--------------------------|---|-------------------------|---------------|
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | U.S. 60/454996 | Mar. 14, 2003 |
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | U.S. 10/443441 | May 22, 2003 |
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | China 200410039958.8 | Mar 15, 2004 |
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | France 0402494 | Mar 10, 2004 |
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | DE 102004011795.0 | Mar 09, 2004 |
| Remy International, Inc. | Stator Winding Having Cascaded End Loops | Japan 2004- 072650 | Mar 15, 2004 |
| Remy International, Inc. | Alternator Stator Having A Multiple Filar Construction To Improve Convective Cooling | U.S. 10/723,527 | Nov 26, 2003 |
| Remy International, Inc. | Stator Assembly With Cascaded Winding And Method Of Making Same | U.S. 10/850,012 | May 19, 2004 |
| Remy International, Inc. | Stator Winding Having Radial Aligned Wraps | U.S. 10/899,338 | July 26, 2004 |
| Remy International, Inc. | A Design And Method For A Winding Of A Dynamoelectric Machine With A Cascade Winding Including An Interleaved Portion In The Transition Areas | U.S. 10/915,604 | Aug 10, 2004 |

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|--------------------------|---|-----------------|--------------------|
| Remy International, Inc. | Electric Machine Having A Stator Winding With A Plurality Of Filars | U.S. 10/848,908 | May 19, 2004 |
| Remy International, Inc. | Dynamoelectric Machine Stator Core With Mini Caps | U.S. 10/869,740 | June 16, 2004 |
| Remy International, Inc. | Method Of Forming Cascaded Stator Winding | U.S. 10/895,567 | July 21, 2004 |
| Remy International, Inc. | High Slot Fill Stator Having Secured Slot Liners | U.S. 10/988,036 | Nov 12, 2004 |
| Remy International, Inc. | Design Of Bi-Filar Stator Winding | U.S. 10/914,374 | Aug 09, 2004 |
| Remy International, Inc. | Alternator With Two Sets Of 3-Phase Windings Displaced By 20-29 Degrees | To be filed | To be filed |
| Remy International, Inc. | Vehicle Alternator With Distributed Stator Windings | To be filed | To be filed |
| Remy International, Inc. | Cascaded Stator Winding Having End Loop Segments With Different Pitches | To be filed | To be filed |
| Remy International, Inc. | Alternator Fan | U.S. 6,707,181 | Issue Mar 16, 2004 |
| Remy International, Inc. | Alternator Fan | DE 10352868.7 | Nov 10, 2003 |
| Remy International, Inc. | Alternator Fan | GB 0325870.4 | Nov 05, 2003 |
| Remy International, Inc. | High Power Alternator Field Coil | U.S. 10/316,771 | Dec 11, 2002 |
| Remy | High Power | DE 10356613.9 | Dec 01, 2003 |

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| International, Inc. | Alternator Field Coil | | |
| Remy International, Inc. | High Power Alternator Field Coil | GB0327085.7 | Nov 21, 2003 |
| Remy International, Inc. | Apparatus And Method For Retaining A Cooling Fan | U.S. 60/454,279 | Mar 13, 2003 |
| Remy International, Inc. | Apparatus And Method For Retaining A Cooling Fan | U.S. 10/635,179 | Aug 06, 2003 |
| Remy International, Inc. | Apparatus And Method For Retaining A Cooling Fan | DE 10200401264.2 | Mar 12, 2004 |
| Remy International, Inc. | Apparatus And Method For Retaining A Cooling Fan | GB 0321352.7 | Sep 30, 2003 |
| Remy International, Inc. | High Power Density Alternator Bobbin | U.S. 10/264778 | Oct 04, 2002 |
| Remy International, Inc. | High Power Density Alternator Bobbin | JP 2003-328446 | Sep 13, 2003 |
| Remy International, Inc. | High Power Density Alternator Bobbin | GB 0321352.7 | Sep 12, 2003 |
| Remy International, Inc. | Claw Pole Alternator Enhancing Pole Surface | U.S. 10/782423 | Feb 18, 2004 |
| Remy International, Inc. | Optimized Alternator Bobbin | U.S. 10/837965 | May 03, 2004 |
| Remy International, Inc. | Slip Ring Design For A Rotor Of An Electrical Machine | U.S. 5,886,451 | Issued Mar 23, 1999 |
| Remy International, Inc. | Slip Ring Design For A Rotor Of An Electrical Machine | GB 1,027,765 | Issued June 19, 2002 |

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|--------------------------|--|-------------------|----------------------|
| Remy International, Inc. | Slip Ring Design For A Rotor Of An Electrical Machine | Japan 2000-519496 | Filed Nov 13, 2001 |
| Remy International, Inc. | Slip Ring Design For A Rotor Of An Electrical Machine | DE 69,806,180 | Issued June 19, 2002 |
| Remy International, Inc. | Slip Ring Design For A Rotor Of An Electrical Machine | EP 1,027,765 | Issued June 19, 2002 |
| Remy International, Inc. | Wire Routing Design For A Rotor Of An Electrical Machine | U.S. 5,886,451 | Issued Mar 23, 1999 |
| Remy International, Inc. | Wire Routing Design For A Rotor Of An Electrical Machine | GB 913,894 | Issued Sep 15, 2004 |
| Remy International, Inc. | Wire Routing Design For A Rotor Of An Electrical Machine | DE 69,826,209 | Issued Sep 15, 2004 |
| Remy International, Inc. | Wire Routing Design For A Rotor Of An Electrical Machine | FR 913,894 | Issued Sep 15, 2004 |
| Remy International, Inc. | Wire Routing Design For A Rotor Of An Electrical Machine | EP 913,894 | Issued Sep 15, 2004 |
| Remy International, Inc. | Diode Interconnection In An Alternator Rectifier | U.S. 6,828,703 | Issued Dec 07, 2004 |
| Remy International, Inc. | Diode Interconnection In An Alternator Rectifier | DE 102004011205.3 | Filed Mar 06, 2003 |
| Remy International, Inc. | Diode Interconnection In An Alternator Rectifier | GB 0405161.1 | Filed Mar 08, 2004 |
| Remy International, Inc. | Finned Rear Housing For Alternator | U.S. 10/890949 | Filed July 14, 2004 |
| Remy | Claw Pole | U.S. 10/996496 | Filed Nov 23, |

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| International, Inc. | Alternator | | 2004 |
|------------------------|------------|--|------|

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| Grantor | Trademark | Registration Number | Registration Date | Renewal Date |
|--------------------------|--|------------------------|-------------------|-------------------|
| Remy Inc. | ROAD GANG | U.S. 1,953,001 | Jan. 30, 1996 | Jan. 30, 2006 |
| Remy Inc. | ROAD GANG | Mexico 578,878 | Nov. 28, 1996 | Nov. 28, 2006 |
| Remy Inc. | ROAD GANG | U.S. 2,494,892 | Oct. 2, 2001 | Oct. 2, 2011 |
| Remy Inc. | ROAD GANG | Mexico 574,230 | Mar. 31, 1998 | Nov. 28, 2006 |
| Remy Inc. | INTELLI-CHECK | U.S. 2,449,849 | May 8, 2001 | May 8, 2011 |
| Remy Inc. | INTELLI-SCAN | U.S. 2,522,093 | Dec. 25, 2001 | Dec. 25, 2011 |
| Remy Inc. | BLACK & RED SQUARE DESIGN | U.S. 2,695,461 | March 11, 2003 | March 11, 2013 |
| Remy Inc. | TRADE DRESS DESIGN - CONFIGURATION OF TOP OF BATTERY | U.S. 2,907,539 | Dec. 7, 2004 | Dec. 7, 2014 |
| Remy Inc. | 11SI | U.S. 2,946,568 | May 3, 2005 | May 3, 2015 |
| Remy Inc. | 24SI | U.S. 2,946,567 | May 3, 2005 | May 3, 2015 |
| Remy Inc. | 35SI | U.S. 2,998,703 | Sept. 20, 2005 | Sept. 20, 2015 |
| Remy Inc. | 35SI HP | U.S. 2,998,704 | Sept. 20, 2005 | Sept. 20, 2015 |
| Remy Inc. | BLACK & WHITE SQUARE (DESIGN ONLY) | U.S. 2,998,705 | Sept. 20, 2005 | Sept. 20, 2015 |
| Remy Inc. | BLACK & RED OVAL DESIGN | U.S. 3,022,370 | Dec. 06, 2005 | Dec. 06, 2015 |
| Remy Inc. | 22SI HP | U.S. 3,157,934 | Nov. 07, 2005 | Nov. 07, 2015 |
| Remy Inc. | MxT | U.S. 3,019,121 | Nov. 29, 2005 | Nov. 29, 2015 |
| Remy International, Inc. | Black & red square design | Switzerland 520054 | April 22, 2004 | November 26, 2013 |
| Remy International, Inc. | Black & red square design | European Union 3535011 | May 20, 2005 | May 10, 2013 |

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|-------------------------------|---------------------------|------------------|----------------|----------------|
| Remy International, Inc. | Black & red square design | Mexico 826025 | Nov. 19, 2003 | Nov. 19, 2013 |
| Remy International, Inc. | Black & red square design | Mexico 831844 | Nov. 19, 2003 | Nov. 19, 2013 |
| Remy International, Inc. | Black & red square design | Mexico 821144 | Nov. 19, 2003 | Nov. 19, 2013 |
| Remy International, Inc. | Black & red square design | China 3842916 | Dec. 15, 2003 | Feb. 6, 2013 |
| Remy International, Inc. | Black & red square design | China 3842914 | Dec. 15, 2003 | Feb. 6, 2003 |
| Reman Holdings, L.L.C. | NEW GOLD | U.S. 2,637,229 | Oct. 15, 2002 | Oct. 15, 2012 |
| Unit Parts Company | MASTER QUALITY | U.S. 1,408,234 | Sep. 9, 1986 | Sep. 9, 2006 |
| Unit Parts Company | MASTER QUALITY | U.S. 1,408,399 | Sep. 9, 1986 | Sep. 9, 2006 |
| Unit Parts Company | UNIT PARTS | U.S. 1,414,150 | Oct. 21, 1986 | Oct. 21, 2006 |
| Unit Parts Company | UNIT PARTS | U.S. 1,425,487 | Jan. 20, 1987 | Jan. 29, 2007 |
| Unit Parts Company | SPC & Design | U.S. 1,762,445 | Apr. 6, 1993 | Apr. 6, 2013 |
| Unit Parts Company | SPC & Design | U.S. 1,762,708 | Apr. 6, 1993 | Apr. 6, 2013 |
| Unit Parts Company | MASTER QUALITY | Canadian 500,832 | Sept. 17, 1998 | Sept. 17, 2008 |
| World Wide Automotive, L.L.C. | PRIDEMARK | U.S. 2,618,176 | Sep. 10, 2002 | Sep. 10, 2012 |
| World Wide Automotive, L.L.C. | WORLD WIDE AUTOMOTIVE | U.S. 2,609,799 | Aug. 20, 2002 | Aug. 20, 2012 |
| World Wide Automotive, L.L.C. | SILVER EDITION | U.S. 2,843,607 | May 18, 2004 | May 18, 2010 |
| World Wide Automotive, L.L.C. | PEAK PERFORMER | U.S. 3,158,246 | Oct. 17, 2006 | Oct. 17, 2016 |
| World Wide Automotive, L.L.C. | ELECTRA | U.S. 3,060,771 | Feb. 21, 2006 | Feb. 21, 2016 |

II. TRADEMARK APPLICATIONS

| Grantor | Trademark Application | Application Serial Number | Application Date |
|--------------------------|------------------------------|----------------------------------|-------------------------|
| Remy International, Inc. | REMY (Stylized) | U.S. 77/150,056 | April 5, 2007 |
| Remy International, Inc. | REMY (Nonstylized) | U.S. 77/150,085 | April 5, 2007 |
| Remy International, Inc. | 28SI | U.S. 77/152,136 | April 9, 2007 |
| Remy International, Inc. | Black & red square design | Brazil - 826232540 | January 30, 2004 |
| Remy International, Inc. | Black & red square design | Brazil - 826232558 | January 30, 2004 |
| Remy International, Inc. | Black & red square design | Brazil - 826232531 | January 30, 2004 |
| Remy International, Inc. | Black & red square design | Canada - Not available | |
| Remy International, Inc. | Black & red square design | China - 3842915 | December 15, 2003 |
| Remy International, Inc. | Black & red square design | India - 1257802 | December 29, 2003 |
| Remy International, Inc. | Black & red square design | Korea (S.) - 2003/55746 | December 16, 2003 |
| Remy International, Inc. | Black & red square design | Mauritius - Not available | |
| Remy International, Inc. | Black & red square design | Tunisia - EE032206 | December 30, 2003 |

III. TRADEMARK LICENSES

| Licensor | Name of Agreement | Date of Agreement | Licensee |
|-----------------|--|--------------------------|---------------------------------------|
| General Motors | Trademark License Agreement – Delco Remy Trademark (perpetual) | July 31, 1994 | Remy Inc. Remy International, Inc. |

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| Grantor | Copyright | Registration Number | Registration Date |
|--------------------------|--|---------------------|-------------------|
| Remy International, Inc. | Best Practice Implementation Checklist -- Global Operational Excellence | TX 5830989 | Nov. 7, 2003 |
| Publitech, Inc. | Pride Mark - 2001 Edition, Alternators & Starters for Domestic & Import Vehicles (Catalog No. I5-117) | TX 5415260 | Dec. 17, 2001 |
| Publitech, Inc. | World Wide Automotive Agricultural - Industrial - Heavy Duty Alternators & Starters (Catalog No. HD-00-01) | TX 5415261 | Dec. 13, 2001 |
| Publitech, Inc. | New Gold - The Ultra Performer New Alternators & Starters for Domestic & Import Vehicles - Application Guide - 2002 Edition (Inaugural Issue) (Cat. No. WWNU-0602) | TX 5449611 | Dec. 17, 2001 |
| Publitech, Inc. | Ultima - Alternators & Starters - Premium Quality . . . Premium Components - 2001 Edition (Catalog No. 02001) | TX 5449619 | Dec. 13, 2001 |
| Publitech, Inc. | Starters & Alternators - Advance Auto Parts - Application & Identification Guide for | TX 5449735 | Dec. 14, 2001 |

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|--------------------|--|--------------|-----------------|
| | Domestic & Import Vehicles - 2001 (Catalog No. AAP-01) | | |
| Publitech, Inc. | Duralast - 2001 Import Edition Alternators & Starters for Import & Domestic Vehicles (Catalog No. I5-116) | TX 5449925 | Dec. 13, 2001 |
| Publitech, Inc. | Precision Alternator & Starter - Master Application Guide Remanufactured Alternators & Starters - Domestic & Import (2000) | TX 5456277 | Dec. 13, 2001 |
| Publitech, Inc. | Starters & Alternators - Western Auto - Application & Identification Guide for Domestic & Import Vehicles - 2001 - Sentry (Catalog No. WA-01) | TX 5463487 | Dec. 6, 2001 |
| Publitech, Inc. | World Wide Automotive - 2001 Edition - Alternators & Starters for Domestic & Import Vehicles Application Guide (Catalog No. I5-115) | TX 5469781 | Dec. 18, 2001 |
| Publitech, Inc. | PrideMark starters and alternators for import applications: 1988 catalog | TX 2-640-231 | Mar. 6, 1989 |
| Publitech, Inc. | World Wide Automotive: 1990 edition application guide for import alternators and starters | TX 2-767-934 | Feb. 26, 1990 |
| Publitech, Inc. | World Wide Automotive: 1989 edition application guide for import water pumps | TX 2-767-935 | Feb. 26, 1990 |
| Unit Parts Company | Master Quality -- Starter, Chrysler | TX 2155256 | August 14, 1987 |

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| Unit Parts Company | Master Quality -- Alternator, Ford | TX 2155257 | August 14, 1987 |
| Unit Parts Company | Master Quality -- Starter, Ford | TX 2155258 | August 14, 1987 |
| Unit Parts Company | Master Quality -- Alternator, General Motors | TX 2155259 | August 14, 1987 |
| Unit Parts Company | Alternator, Chrysler, Master Quality | TX 2155262 | August 14, 1987 |
| Unit Parts Company | Starter, General Motors, Master Quality | TX 2155263 | August 14, 1987 |

II. COPYRIGHT APPLICATIONS

| Grantor | Copyright | Application Number | Date |
|---------|-----------|--------------------|------|
| None. | | | |

III. COPYRIGHT LICENSES

| Grantor | Name of Agreement | Date of Agreement | Parties |
|---------|-------------------|-------------------|---------|
| None. | | | |

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT (FIRST LIEN)**

This counterpart, dated _____, 200_, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement (First Lien), dated as of October 10, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Grantors and Barclays Bank PLC, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: