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	ENTS ONLY
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1. Name of conveying party(les)/Execution Date(s):	2. Name and address of receiving party(les)
Inteva Products, LLC	Name: Wachovia Bank, National Association
	intornal Address:
Execution Date(s) February 20, 2008	
Additional names of conveying parties attached? 🗒 🕬	Street Address:1133 Avenue of the Amedicas
3, Nature of conveyance:	City: New York
□ Assignment □ Morgor	State:New York
Security Agreement Change of Name	
Government interest	Country:USA Zip: 10036
☐ Executive Order 9424, confirmatory License	Additional names, addresses, or ollizanship attached? 🔲 Yes 🔟 Ne
□ Other	
4. Application or patent number(s)	his document is being filed together with a new application.
A. Patent Application No. (6) See Attached Exhibit A	B. Patent No.(s) See Attached Exhibit A
Additional numbers. 5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brian	en etteched? 🗵 Yes 🔲 No 6. Total number of spolications and registrations involved: 100
Internal Address: <u>UCC Direct Services</u>	7. Total fee (37 CFR 1.21(h) & \$.41) \$ 4 6 00 Mathematical to be charged by 4-44 card
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account
· · · · · · · · · · · · · · · · · · ·	☐ Enclosed
City: Albany	None required (government interest not affecting 199)
State: New York Zip: 12205	8. Payment Information:
Phone Number: <u>800-342-3878</u>	a. Credit Card Lost 4 Numbers 5 683 Expiration Date 11/04
Fax Number: <u>800-962-7049</u>	Expiration Date 11/0"
Email Addrese: cie-udasibeny@yollorekiuwers.com/	b. Deposit Account Number
2 20	Authorized User Name:
3. Stansture: 1 MARRAGE Sarie	1000 51.108
Signature Sorbo	Total number of pages including over sheet, attachments, and deciment. 28
Name of Person Signing Pocuments to be recorded (Including con	or sheet) should be faced to (763) 305-6695, or mailed for color of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 020986 FRAME: 0767

Exhibit A-1 to Patent Collateral Assignment Agreement

U.S. Patent #	Grant Date	Title / Foreign patent info
4750886	14 Jun 1988	Rod and retainer bushing
	EXPIRED	
4783930	15 Nov 1988	Vehicle door assembly having flush side glass
	EXPIRED	
4806712	21 Feb 1989	Electrical switch for door latch
4834433	30 May 1989	Plastic door handle
	EXPIRED	
4858971	22 Aug 1989	Electronic vehicle door latch/unlatch control
4866895	19 Sep 1989	Glass to sash channel attachment
4872366	10 Oct 1989	Hood release assembly with integral snap in
		retention at instrument panel
4875723	24 Oct 1989	Closure latch
		JP 192479 filed 2 Mar 1989 granted 25 Apr
		1995
4886310	12 Dec 1989	Door handle for vehicle with flush glass
4902061	20 Feb 1990	Glove box with convenience tray
4902362	20 Feb 1990	Applique assembly method for automotive
		instrument panels
4937977	3 Jul 1990	Stable window guide and lift module for a
		frameless door
4946211	7 Aug 1990	Latch control arrangement
4969672	13 N ov 1990	Deck lid release actuator
4969673	13 Nov 1990	Door latch with block-out type child safety
		feature
4998758	12 Mar 1991	Low effort remote latch actuator
5046771	10 Sep 1991	Door control rod anti rattle shoe
5079871	14 Jan 1992	Twist lock window regulator pivot pin
5088571	18 Feb 1992	Modular structural instrument panel carrier
5111619	12 May 1992	Door trim panel retaining assembly
5238264	24 Aug 1993	Deployment door for air bag
5251403	12 Oct 1993	Tubular plastic mounting panel for door
		hardware
5277461	11 Jan 1994	Vehicle door latch
		EP 603934 filed 13 Dec 1993 granted 27 Nov

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1996 designating DE 69306232, IT 5308111
Inflatable restraint having an improved tether 3 May 1994 Door hardware module with latch Loop striker 20 Sep 1994 Vehicle closure latch having plastic coated ratchet EP 669437 filed 28 Feb 1994 granted 26 May 1999 designating DE 69418696.1-08, IT JP 3580846 filed 11 Mar 1994 granted 30 Jul 2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 Tubular plastic mounting panel for door hardware
Door hardware module with latch
5316354 5348357 20 Sep 1994 Vehicle closure latch having plastic coated ratchet EP 669437 filed 28 Feb 1994 granted 26 May 1999 designating DE 69418696.1-08, IT JP 3580846 filed 11 Mar 1994 granted 30 Jul 2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 5367832 29 Nov 1994 Tubular plastic mounting panel for door hardware
Vehicle closure latch having plastic coated ratchet EP 669437 filed 28 Feb 1994 granted 26 May 1999 designating DE 69418696.1-08, IT JP 3580846 filed 11 Mar 1994 granted 30 Jul 2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 5367832 29 Nov 1994 Tubular plastic mounting panel for door hardware
ratchet EP 669437 filed 28 Feb 1994 granted 26 May 1999 designating DE 69418696.1-08, IT JP 3580846 filed 11 Mar 1994 granted 30 Jul 2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 Tubular plastic mounting panel for door hardware
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JP 3580846 filed 11 Mar 1994 granted 30 Jul 2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 Tubular plastic mounting panel for door hardware
2004 KR 119212 filed 4 Mar 1994 granted 30 Jul 1997 CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 5367832 29 Nov 1994 Tubular plastic mounting panel for door hardware
CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 Tubular plastic mounting panel for door hardware
CN ZL94101834.2 filed 14Mar94 granted 17Oct2001 Tubular plastic mounting panel for door hardware
17Oct2001 5367832 29 Nov 1994 Tubular plastic mounting panel for door hardware
5367832 29 Nov 1994 Tubular plastic mounting panel for door hardware
hardware
5398959 21 Mar 1995 Panel cover door attachment for inflatable
occupant restraint
5425206 20 Jun 1995 Tubular plastic mounting panel for door
hardware
5454608 3 Oct 1995 Vehicle door latch
EP 647754 filed 26 Sep 1994 granted 2 Dec
1998
designating DE 69414969.1-08, FR
5535553 16 Jul 1996 Superplug vehicle door module 5535607 16 Jul 1996 Door latch with integral switch
5535607 16 Jul 1996 Door latch with integral switch EP 686745 filed 18 May 1995 granted 8 Mar
2000
designating DE 69515370.6-08, FR
3.00
5544912 13 Aug 1996 Supplemental inflation restaint and door arrangement
5560572 1 Oct 1996 Instrument panel dovetail slide mounting
assembly
2
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U.S. Patent #	Grant Date	Title / Foreign patent info
5603524	18 Feb 1997	Releasable fastener for air bag deployment
		cover
5649726	22 Jul 1997	Vehicle closure latch
		KR 244167 filed 21 May 1997 granted 22 Nov
		1999
5715713	10 Feb 1998	Door latch locking actuator assembly
5720506	24 Feb 1998	Vehicle door latch
5755460	26 May 1998	Instrument panel seamless air bag cover
		EP 907545 filed 19 Jun 1997 granted 2 Oct
		2002
		designating DE 69716065.3, FR, IT
		KR 305165 filed 28 Dec 1998 granted 26 Jul
		2001
5803515	8 Sep 1998	Vehicle door latch
		EP 834631 filed 12 Aug 1997 granted 2 May
		2002
		designating DE 69712289.1-08, FR
5884434	23 Mar 1999	Door handle to latch rod connection
Re36167	30 Mar 1999	Air bag deployable instrument panel cover
5909918	27 Jun 1999	Valet block out for deck lid latch
5934744	19 Aug 1999	Cross car structural beam
6019402	1 Feb 2000	Vehicle door latch with double lock
6035579	14 Mar 2000	Rack and pinion window regulator
6045153	4 Apr 2000	Instrument panel cover arrangement and method
		of making
6045168	4 Apr 2000	Door latch with improved double lock
		EP 1121505 filed 12 Oct 1999 granted 29 Dec
		2004
		designating DE 69922982.0-08, FR, IT
6050619	18 Apr 2000	Cable actuator system
6053543	25 Apr 2000	Vehicle door latch
		EP 1112429 filed 21 Jul 1999 granted 23 Nov
		2005
		designating DE 69928544.5-08, FR, GB, IT
		EP 04007600.2 filed 30 Mar 2004
6073980	13 Jun 2000	Striker assembly for vehicle door latch
		3
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EP 1252407 filed 21 Jan 2000 granted 10 Nov 2004 designating DE 60015804.7, FR. 6076868 20 Jun 2000 Vehicle compartment latch 6093272 25 Jul 2000 Method of making trim panel having two different trim materials 6135514 24 Oct 2000 Automotive vehicle storage compartment release mechanism 6148564 21 Nov 2000 Vehicle door module EP 956213 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR 6153680 28 Nov 2000 Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions 6189267 20 Feb 2001 Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB Modular vehicle door Modded in place antenna asembly and method of making same 6422619 23 Jul 2002 Modded in place antenna asembly and method of making same 6422640 23 Jul 2002 Door latch assembly with integrally molded, flexible interior door scal 6435575 20 Aug 2002 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method for a vehicle	U.S. Patent #	Grant Date	Title / Foreign patent info
designating DE 60015804.7, FR			EP 1252407 filed 21 Jan 2000 granted 10 Nov
Vehicle compartment latch			2004
Method of making trim panel having two different trim materials			designating DE 60015804.7, FR
different trim materials Automotive vehicle storage compartment release mechanism Vehicle door module EP 956215 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR 6153680 28 Nov 2000 Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB Modular vehicle door Molded in place antenna asembly and method of making same 6422619 23 Jul 2002 Molded in place antenna asembly molded, flexible interior door seal 6422640 23 Jul 2002 Door trim panel assembly with integrally molded, flexible interior door seal 6435375 20 Aug 2002 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Keinforced interior trim panel assembly and method for a vehicle	6076868	20 Jun 2000	Vehicle compartment latch
6135514 24 Oct 2000 Automotive vehicle storage compartment release mechanism Vehicle door module EP 956213 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR 6153680 28 Nov 2000 Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB Modular vehicle door Modded in place antenna asembly and method of making same Oor latch assembly with integrally molded, flexible interior door scal Door trim panel assembly and method of making Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method for a vehicle	6093272	25 Jul 2000	Method of making trim panel having two
release mechanism Vehicle door module EP 956213 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB Modular vehicle door Molded in place antenna asembly and method of making same Door latch assembly with integrally molded, flexible interior door scal Door trim panel assembly and method of making Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method for a vehicle			different trim materials
6148564 21 Nov 2000 Vehicle door module EP 956213 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR 6153680 28 Nov 2000 Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions 6189267 20 Feb 2001 Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB 6205714 27 Mar 2001 Modular vehicle door 6353415 5 Mar 2002 Molded in place antenna asembly and method of making same 6422619 23 Jul 2002 Door tach assembly with integrally molded, flexible interior door scal 6422640 23 Jul 2002 Door trim panel assembly and method of making 6435575 20 Aug 2002 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method 6497432 24 Dec 2002 Structural attachment system and method for a vehicle	6135514	24 Oct 2000	Automotive vehicle storage compartment
EP 956213 filed 23 Jan 1998 granted 12 Jun 2002 designating DE 69805960.3-08, FR Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions 6189267 20 Feb 2001 Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB Modular vehicle door Molded in place antenna asembly and method of making same 6422619 23 Jul 2002 Door latch assembly with integrally molded, flexible interior door scal Door trim panel assembly and method of making 6422640 23 Jul 2002 Door trim panel assembly and method of making EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method 6497432 24 Dec 2002 Structural attachment system and method for a vehicle			release mechanism
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Thermoplastic polymer alloy compositions and in-line compounding process for direct sheet extrusion of sheets prepared from the thermoplastic polymer alloy compositions 189267 20 Feb 2001 Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB 189267 Mar 2001 Modular vehicle door Molded in place antenna assembly and method of making same 189268 Door latch assembly with integrally molded, flexible interior door scal Door trim panel assembly and method of making 189269 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 189269 Nov 2002 Reinforced interior trim panel assembly and method for a vehicle			2002
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Door module with outside door handle EP 1060090 filed 1 Mar 1999 granted 2 Jun 2004 designating DE 69917753.7-08, FR, GB 6205714 27 Mar 2001 Modular vehicle door 6353415 5 Mar 2002 Molded in place antenna asembly and method of making same 6422619 23 Jul 2002 Door latch assembly with integrally molded, flexible interior door scal 6422640 23 Jul 2002 Door trim panel assembly and method of making 6435575 20 Aug 2002 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 6475576 5 Nov 2002 Reinforced interior trim panel assembly and method 6497432 24 Dec 2002 Structural attachment system and method for a vehicle			• •
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Door latch assembly with integrally molded, flexible interior door scal Door trim panel assembly and method of making Output Door trim panel assembly and method of making Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR Reinforced interior trim panel assembly and method Structural attachment system and method for a vehicle	6353415	5 Mar 2002	
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Door trim panel assembly and method of making 6435575 20 Aug 2002 Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 6475576 5 Nov 2002 Reinforced interior trim panel assembly and method 6497432 24 Dec 2002 Structural attachment system and method for a vehicle	6422619	23 Jul 2002	
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Vehicle door latch with power operated unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 6475576 5 Nov 2002 Reinforced interior trim panel assembly and method 6497432 24 Dec 2002 Structural attachment system and method for a vehicle	6422640	23 Jul 2002	
unlatching mechanism EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 6475576 5 Nov 2002 Reinforced interior trim panel assembly and method method 5 Structural attachment system and method for a vehicle		AD 4 BOOM	-
EP 1195487 filed 31 Aug 2001 granted 18 Apr 2007 designating DE 60127915.8, FR 6475576 5 Nov 2002 Reinforced interior trim panel assembly and method method 5 Structural attachment system and method for a vehicle	6435575	20 Aug 2002	
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vehicle	U-75510	5 1101 200	•
vehicle	6497432	24 Dec 2002	Structural attachment system and method for a
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U.S. Patent #	Grant Date	Title / Foreign patent info
6497441	24 Dec 2002	Multipurpose console
6497443	24 Dec 2002	Reconfigurable console
6497775	24 Dec 2002	Method and apparatus for manufacturing a
		vehicle cross car beam or other structural,
		functional articles out of multiple materials with
		optimum material utilization
6511106	28 Jan 2003	Vehicle door latch with double lock
6515074	4 Feb 2003	Thermoplastic polymer alloy compositions and
		process for manufacturing thereof
6517114	11 Feb 2003	Steering column structural support system
6517128	11 Feb 2003	Vehicle door latch with power operated release
		mechanism
		EP 2713548.2 filed 5 Feb 2002
6520849	18 Feb 2003	Integrated structural HVAC system
6533314	18 Mar 2003	Instrument panel with integral hidden door
		cover and method of manufacture thereof
6558146	6 May 2003	Extrusion deposition molding with in-line
		compounding of reinforcing fibers
6560929	13 May 2003	Rack and pinion window regulator
6565132	20 May 2003	Vehicle compartment latch
6578446	17 Jun 2003	Bell crank assembly and kit
		EP 1288409 filed 31 Jul 2002 granted 2 May
		2007
		designating DE 60219856.9-08, FR
6588821	8 Jul 2003	Multipurpose console
6593002	15 Jul 2003	Tie-layer formulation and method of
		manufacture
6626482	30 Sep 2003	Vehicle door assembly
		EP 2791286 filed 21 Nov 2002
663770 9	28 Oct 2003	Self-adjustable cup holder
6648402	18 Nov 2003	Structural support brace
6679531	20 Jan 2004	Vehicle compartment latch
		EP 1256676 filed 22 Apr 2002 granted I1 Oct
	,	2006
	10 7 1 4004	designating DE 60215252.6-08, FR
6689306	10 Feb 2004	Process of making a multi-layer outer skin for
		5
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U.S. Patent #	Grant Date	Title / Foreign patent info
		the exterior of a dash panel structure of a vehicle
6692019	17 Feb 2004	Method to create invisible air bag deployment panel
6715726	6 Apr 2004	Surface mounted expandable cup holder
6719333	13 Apr 2004	Vehicle door latch with power operated release mechanism
6733052	11 May 2004	Power operated vehicle door latch EP 1217156 filed 14 Nov 2001 granted 14 Feb 2007 designating DE 60126571 8-06, FR, GB, IT
6748816	15 Jun 2004	Self-backdriving jackscrew apparatus
6748818	6 Jul 2004	Integrated roller cable assembly
6776554	17 Aug 2004	Cable attachment and method of assembling
07/0334	17 Aug 2004	same
6811193	10 Apr 2003	Quiet vehicle door latch
		CN 1219145 filed 10Jul2003 granted
		14Sep2005
6828384	7 Dec 2004	Female vacuum formable TPO formulation for
		instrument panel skins
6838027	4 Jan 2005	Method of making an interior trim panel assembly
6921105	26 Jul 2005	Integrally molded passenger airbag cover
6976717	20 Dec 2005	Vehicle door handle assembly
		·
7037979	2 May 2006	Thermoplastic polyolefin compositions and methods of preparing thermoplastic polyolefin compositions for soft sheet applications EP 1396525 filed 22 Aug 2003 granted 3 May 2006 designating DE 60304952.4-08, FR, GB
7090264	15 Aug 2006	Method and apparatus for providing securement in a door latch CN 200410064466.4 filed 27 Aug 2004
7128360	31 Oct 2006	Structural hybrid attachment system and method
7150467	19 Dec 2006	Housing for air bag module
72 4646 5	24 Jul 2007	Wet dry plastic door hardware module
		EP 2784597 filed 26 Nov 2002
004446 9		6

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Exhibit A-2 to Patent Collateral Assignment Agreement

U.S. Patent #	Grant Date	Joint Owner	Title / Foreign patent info
4756563	12 Jul 1988 EXPIRED	GM	Vehicle door latch
		GМ	JP 1871141 filed 11 Aug 1987 granted 6 Sep
			1994
		GM	DE 3725496 filed 31 Jul 1987 granted 11 May
			1989
4842257	27 Jun 1989	Lear	Vehicle seat suspension component and its
	EXPIRED		method of manufacture
4869554	26 Sep 1989	Lenr	Elastomeric woven mat seat suspension
4939183	3 Jul 1990	Lear	Elastomeric membrane and its method of
	EXPIRED		manufacture
5762394	9 Jun 1998	GM	Molded cross car support structure
		GM	EP 907545 filed 19 Jun 1997 granted 2 Oct
			2002
		GM	designating DE 69716065.3, FR, IT
		GM	KR 305165 filed 28 Dec 1998 granted 26 Jul
			2001
6637795	28 Oct 2003	DAIMLERCHRYLSER	Combination of a vehicle door and a storage box
		DAIMLERCHRYLSER	DE 10052230 filed 21 Oct 2000
6639988	28 Oct 2003	Active Controls Experts	Piczo integrated flat speakers for automotive
		Cymer, Inc.	interior panels
6725263	20 Apr 2004	JSP Licenses	Apparatus and method of making interior trim
			panel
Pending		Dow Chemical	Automotive articles prepared from filled TPO
11/473706			compositions and methods of making the same
		Dow Chemical	PCT US2006/024526

DCD801 JY1, 117111v1

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996446.1

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of February 29, 2008, is by and between Inteva Products, LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at 1401 Crooks Road, Troy, Michigan 48084, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

WITNESSETH:

WHEREAS, (a) Debtor is the owner of all of the right, title, and interest in and to the patents and applications therefor described in Exhibit A-1 hereto and made a part hereof, (b) Debtor is the owner of all of its joint right, title, and interest in and to the patents and applications therefor that are jointly owned by Debtor and the third party described on Exhibit A-2 hereto and made a part hereof, and (c) Debtor is the owner of all of the right, title, and interest in and to the right to use the patents and applications therefor pursuant to the license or other agreements described in Exhibit A-3 hereto and made a part hereof (all of the foregoing being collectively referred to herein as the "Patents" as hereinafter further defined); and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated as of the date hereof, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

951093

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent for itself and on behalf of the Secured Parties (as such term is defined in the Loan Agreement), a continuing security interest in and a general lien upon, and a collateral assignment of (which shall not be deemed to be a present or absolute assignment), the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any Patents and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibits A-1, A-2 and A-3 hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder; provided, that, Debtor shall not be required to take any such action with respect to any Patent to the extent that Debtor would also be permitted to abandon such Patent under Section 3(i) hereof if (i) in Debtor's good faith business judgment, there is a reasonable and valid business reason for taking or omitting to take such action and (ii) the taking or omitting to take such action

would not have or reasonably be expected to have a Material Adverse Effect. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Patents as registered patents and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests and other interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any Lender to any such action, except as such action is expressly permitted hereunder.
- (d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.
- (e) As of the date hereof, Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.
- (f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.
- (g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance

by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

- (h) Debtor shall notify Agent within sixty (60) days of filing any application for the registration of a Patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation-in-part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation-in-part application in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent used in the United States of America, or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Patent in favor of Agent.
- (i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, or unenforceable; provided, that, Debtor may, after written notice to Agent, abandon, cancel, not renew or otherwise not maintain a Patent so long as (i) such Patent is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Patent has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Patent is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Patent has little or no value, and (v) no Default (as defined in the Term Loan Agreement) or Event of Default (as hereinafter defined) shall exist or have occurred and be continuing as of such time. Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Patents may become abandoned, canceled, or invalidated.
- (j) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.
- (k) No material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Patents or the benefits of this Agreement granted to Agent and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Patents

invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Patents.

- (l) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and reasonable legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.
- (m) Debtor shall promptly pay Agent and Lenders for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and reasonable legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. <u>RIGHTS AND REMEDIES</u>

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by. Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Agent may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by

Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

- (b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- (c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.
- (d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Agent and Secured Parties have no obligation to preserve rights to the Patents against any other parties.
- (e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.
- (f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof which information shall maintained confidential in accordance with the terms and conditions of the confidentiality provisions in Section 10.7 of the Loan Agreement.

(g) All of Agent's rights and remedies, whether provided under, this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

- (a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.
- (b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or <u>forum non conveniens</u> with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).
- (c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and jadgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.
- (d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED

HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Inteva Products, LLC 1401 Crooks Road Troy, Michigan 48084 Attention: Chief Financial Officer Telephone: (248) 655-8300 Telecopier: (248) 655-8923
with a copy to:	Cadwalader, Wickersham & Taft LLP 227 W. Trade Street Charlotte, NC 28202 Attention: Christopher McDermott, Esq. Telephone No.: (704) 348-5184 Telecopy No.: (704) 348-5100

If to Agent:	Wachovia Bank, National Association
	1133 Avenue of the Americas
	New York, New York 10036
[Attention: Portfolio Manager
	Telephone No.: (212) 840-2000
	Telecopy No.: (212) 545-4283
	

- (b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.
- (c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.
- (d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.
- (e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to

be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

- (f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.
- (g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, day and year first above written.	Debtor and Agent have executed this Agreement as of the
	INTEVA PRODUCTS, LLC
	Ву:
	Title: Vice Prosident
	WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent
	By:

[Signature Page to Patent Collateral Assignment and Security Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

INTEVA PRODUCTS, LLC
Ву:
Title:
WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent
By: Party
Title: N. Te. 2 S. C. Te. 4

[Signature Page to Patent Collateral Assignment and Security Agreement]

STATE OF NEW YORK)	
COUNTY OF NEW YORK) ss.:)	
	.C, the corporati	ore me personally came duly sworn, did depose and say, that he is the on described in and which executed the thereto by order of the board of directors of
		Nicole Bailou
STATE OF NEW YORK COUNTY OF NEW YORK)) ss.:)	Notary Public NICOLE BAILEY NOTARY PUBLIC, STATE OF NEW YORK NO. 01BA5063098 QUALIFIED IN NEW YORK COUNTY COMMISSION EXPIRES JULY 15, 20 (p
On this day of February known, who, being duly swom, di National Association, the entity de that he signed his name thereto by	d depose and say escribed in and v	y, that he is the Director of Wachovia Bank, which executed the foregoing instrument; and
		Notary Public

[Signature Page to Patent Collateral Assignment and Security Agreement]

U.S. Patent#

Grant Date

Title / Foreign patent info

CN 2823408 filed 26 Nov 2002

5738394 Lapsed

Child Proof Door Latch

none

LAPSED

EP 956414 filed 20 Aug 1997 granted 24 Jul

2002- LAPSED

designating DE 69714298.1-08, FR, IT

none

Closing assistance device for doors, bonnets and

tailgates of a vehicle

EP 0940531 filed 4 Mar 1999 granted 17 Sep 2003, designating DE 59906981.3-08, FR, IT

none

Method for mounting vehicle window DE 19821199.6 filed 12 May 1998 Record owner Delphi Automotive Systems

Duetschland GMPH

none

Rivet fastening motor assembly.
DE 10109182 filed 26 Feb 2001.
Structural member for a motor vehicle

Abandoned No.

10/252629

EP 1295781 filed 18 Sep 2002 granted 18 Jul 2007, designating DE 60221207.3-08, FR, GB Electrical actuator having smart muscle wire

Pending app No.

EP 04783601.0 filed 20 Jan 2006

11/786943

KR 2005-702697 filed 14 Nov 2005 CN 200480025835.7 filed 9 Sep 2004

Pending

High quality dampened latching

appProvisional No.

60/994739

Pending No. 11/689205

Integrated structural member of a vehicle and

Plastic cable regulator rail and carrier with snap-

method of making

Pending app Vehicle door latch system

Provisional No. 60/994739

Pending app Provisional No.

in pulley

60/906798

Detent/actuator geometry - application in

process

none

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STATE OF NEW YORK)) ss.:	
COUNTY OF NEW YORK)	
of Inteva Products, LI	own, who being .C. the corporati	ore me personally came duly sworn, did depose and say, that he is the on described in and which executed the thereto by order of the board of directors of
		Notary Public
STATE OF NEW YORK)	
COUNTY OF NEW YORK)) ss.:)	
On this Zaday of Februar known, who, being duly sworn, d	y, 2008, before r lid depose and sa	ne personally came <u>he luce</u> to me ly, that he is the Director of Wachovia Bank,

National Association, the entity described in and which executed the foregoing instrument; and

that he signed his name thereto by order of the Board of Directors of said entity. When M Luchen
Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01Lt6047897
Qualified In New York County
Commission Expires Sept. 18, 2006

[Signature Page to Patent Collateral Assignment and Security Agreement]

Exhibit A-3 to Patent Collateral Assignment and Security Agreement

- 1. Brose Schliesssysteme GmbH & Co. KG and Delphi Italia Automotive Systems SrI-23 December 2004 letter agreement. License in force for the life of the patent.
- KDS Company, Ltd. and Delphi Technologies, Inc.- 30 March 2004 intellectual property license and service agreement. License in force for life of the LDV-100 program.
- 3. Delphi Technologies, Inc. and Lear Corporation 9 February 2004 license agreement. License inforce for the life of the patents.
- 4. 4. Shanghai Delphi Automotive Door Latch & Security Systems Co., Ltd. and Delphi Technologies, Inc. 22 November 1999 technology license contract regarding MINI-WEDGE door latch, together with 22 November 1999 annex of terms of automotive door latch technology license.
- 5. Shanghai Delphi Automotive Door Systems Co., Ltd. and Delphi Technologies, Inc. 12 May 2003 technology license contract regarding SUPER PLUG door module, together with 12 May 2003 annex of terms of automotive door module technology license. License expires September 3, 2011.
- Shanghai Delphi Automotive Door Systems Co., Ltd. and Delphi Technologies, Inc. December 2006 intellectual property license and service agreement regarding global side door latch. License expires December 20, 2016.
- 7. Delphi Automotive Systems LLC and Vehicle Security Systems Limited IP license dated September 24, 2007. License expires with the last patent to expire or in 18 months if Borrower does not consummate a sale and can be terminated by either party upon 6 months notice.
- 8. Non-Exclusive License Agreement between Delphi Technologies, Inc. and A. Schulman, Inc. signed October 11, 2007. License expires with the last patent to expire.
- General Motors Corporation and Delphi Technologies, Inc.- 1 January 1999 technology transfer agreement. License expires when all rights and obligations have expired.
- 10. General Motors Corporation and Delphi Technologies, Inc. 1 January 1999 intellectual property license agreement. License expires when all rights and obligations have expired.
- 11. General Motors Corporation and Delphi Technologies, Inc. 1 January 1999 intellectual property contracts transfer agreement. License expires when all rights and obligations have expired.
- 12. Lomelson Medical, Education and Research Foundation, Limited Partnership 22 May 1998 settlement agreement between Lemelson and General Motors Corporation. License was in force for the life of the patents, all of which have expired.

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- 13. MSPA between Delphi Corporation and Inteva Products LLC. License does not have any expiration.
- Supply Agreement between Mercedes-Benz U.S. International, Inc. and Inteva Products, LLC for spare parts out of the Tuscaloosa facility dated January 16, 2008.
- 15. Supply Agreement between General Motors Corporation and Delphi Automotive Systems, LLC at T&I Orion, Standard Contract Blanket Number 14BX00NC, dated November 15, 2007.
- 16. Supply Agreement between General Motors Corporation and Delphi Automotive Systems, LLC at S&I North Kansas City, Standard Contract Blanket Number 0XLZOL5V, dated November 15, 2007.
- 17. Requirements contract between Delphi Automotive Systems, LLC at T&I Tuscaloosa and Valco Climate Control Corp., PO Number 550161938 dated April 14, 2007.

EXHIBIT B TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None

C-1

EXHIBIT C TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (PATENTS)

\$TATE OF)	
STATE OF) ss.: COUNTY OF)	
KNOW ALL MEN BY THESE PRESENT limited liability company, ("Debtor"), with its chie Michigan 48098, hereby appoints and constitutes, Association, as Agent ("Agent"), and each of its of power of substitution and with full power and authof Debtor:	of executive office at 1401 Crooks Road, Troy, severally, Wachovia Bank, National fficers, its true and lawful attorney, with full
1. Execution and delivery of any and all ag assignment, or other papers which Agent, in its dispurpose of assigning, selling, or otherwise disposit and to any patents and all registrations, recordings for the purpose of recording, registering and filing respect to the foregoing.	scretion, deems necessary or advisable for the ng of all right, title, and interest of Debtor in treissues, extensions, and renewals thereof, or
 Execution and delivery of any and all depapers which Agent, in its discretion, deems necess described in Subparagraph 1 hereof. 	ocuments, statements, certificates or other ssary or advisable to further the purposes
This Power of Attorney is made pursuant to Agreement, dated of even date herewith, between and is subject to the terms and provisions thereof, interest, is irrevocable until all "Obligations," as a are paid in full and the Security Agreement is term	This Power of Attorney being coupled with an auch term is defined in the Security Agreement,
Dated:, 2008	
	INTEVA PRODUCTS, LLC
	By:
	Title:

STATE OF NEW Y	OKK)			
) ss.:			
COUNTY OF NEW	V YORK)			
On this	_ day of , to me kr	, 2008, b nown, who being du	efore me perso uly sworn, did	onally came depose and say, th	nat he is the
of Intev		LC, the corporation			
foregoing instrumer					
said corporation.	•	-	-		
				Motory Public	
				aintami Hilbiir	

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TO: SUSAN O'BRIEN COMPANY: UCC DIRECT SERVICES



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



* 700369945A*

MAY 06, 2008

PTAS SUSAN O'BRIEN

UCC DIRECT SERVICES 187 WOLF ROAD, SUITE 101 ALBANY, NEW YORK 12205

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700369945

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED.
ADDITIONAL FEE REQUIRED IS \$360.

SHARON LATIMER, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

RECORDED: 05/19/2008

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