

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------------|----------------|
| RECTICEL Automobilsysteme GmbH | 02/27/2008 |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------|
| Name: | Fortis Bank SA/NV |
| Street Address: | Montagne Du Parc 3 |
| City: | Brussels |
| State/Country: | BELGIUM |
| Postal Code: | 1000 |

PROPERTY NUMBERS Total: 5

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11032073 |
| Patent Number: | 5028006 |
| Patent Number: | 6071619 |
| Patent Number: | 5662996 |
| Patent Number: | 6849218 |

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NAME OF SUBMITTER:

Margaret Polson

Total Attachments: 15

PATENT

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REEL: 021158 FRAME: 0617

OP \$200.00 11032073

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A N I N T E R C R E D I T O R A G R E E M E N T A S D E F I N E D H E R E

BAKER & MCKENZIE

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THIS SECURITY ASSIGNMENT AGREEMENT (the Agreement) is made
on 27 February 2008

BETWEEN:

- (1) **RECTICEL AUTOMOBILSYSTEME GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, having its corporate seat in Rheinbreitbach, Germany, which is registered in the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Montabaur under registration number HRB 13516 as assignor ("Assignor")

on one side, and

- (2) **FORTIS BANK SA/NV**, a credit institution organised under the laws of Belgium (the "Security Agent")

for itself and for the Finance Parties and the Noteholders (each as defined below) in its capacity as security trustee under German law (*Treuhänder*) pursuant to and in accordance with Clause 2 (Appointment of Trustee and Administrator) of the German Security Trust Agreement (as defined below)

on the other side.

WHEREAS:

- (A) The Lenders (as defined below) have agreed to make available to the Borrowers (as defined below) multi-currency revolving and term facilities on the terms of and subject to the Facility Agreement (as defined below).
- (B) It is a condition precedent to the Facility Agreement that the Assignor enters into this Agreement.
- (C) Pursuant to Clause 16.2 of the Intercreditor Agreement, the Pledgor, each of the Obligors (as defined in the Facility Agreement) and each of the Finance Parties and the Noteholders have agreed that the Security Agent shall be the joint creditor (together with the relevant Finance Party and the Noteholder) of each and every obligation of the Pledgor and the Obligors towards each of the Finance Parties and the Noteholders under each Finance Document and Note Finance Document (as defined in the Intercreditor Agreement), and that accordingly the Security Agent will have its own independent right to demand performance by the Pledgor or the Obligors of those obligations.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"**Accession Letter**" means a letter under which a person agrees to become an Additional Borrower and/or an Additional Guarantor and to be bound by the terms of the Facility Agreement as an Additional Borrower and/or an Additional Guarantor.

"**Additional Borrower**" means a company which becomes a borrower under the Facility Agreement after the date of this Agreement.

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1.4 Whenever in this Agreement reference is made to the Security Agent such reference shall be deemed to be a reference to the Security Agent acting as trustee for and on behalf of the Finance Parties, unless otherwise provided herein.

1.5 Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, supplemented or novated from time to time.

1.6 Terms defined or referred to in the Facility Agreement and not otherwise defined herein shall bear the same meaning herein as therein unless the context otherwise requires

1.7 In this Agreement the Security Agent is acting as Intercreditor Agent and Trustee (as defined in the Intercreditor Agreement) For the avoidance of doubt, the Security Agent has been appointed as joint creditor under the Intercreditor Agreement

2. ASSIGNMENT OF RIGHTS

2.1 The Assignor hereby assigns to the Security Agent (as Finance Party and/or joint creditor and/or agent of the Finance Parties), the Finance Parties and the Noteholders the Rights together with any and all present, future or contingent ancillary rights and claims pertaining thereto To the extent that the Assignor holds or will in future hold title in the Rights or any of them in the form of co-ownership (*Mitinhabschaft*) or joint ownership (*Gesamthandinhabschaft*), the Assignor hereby assigns such rights to the Security Agent to the extent permissible by law.

2.2 Additionally, the Assignor assigns all inchoate rights (*Anwartschaftsrechte*) it holds in respect of the Rights and all rights pertaining thereto it will acquire in the future to the Security Agent in such a way that the Security Agent becomes directly holder of such rights. The Assignor is, however, until further notice (and where applicable) entitled to apply in its own name for registration with the competent registry.

2.3 In addition, the Assignor hereby assigns to the Security Agent:

- (a) all current and future rights of use, exploitation or licensing relating to the assigned Rights; and
- (b) all current and future claims against third parties arising from the use or exploitation of the assigned Rights, from the transfer of the right of use or exploitation of the assigned Rights to third parties, or from the infringement of the assigned Rights by third parties, in particular, all claims for forbearance, compensation, destruction or information as well as claims on account of unjust enrichment

2.4 If proof or documents which are necessary to identify the Rights have been handed over by the Assignor to a third party (in particular a bookkeeping firm or tax consultant) the Assignor hereby assigns to the Security Agent its right to demand from such third party the return of the information and documents. The Assignor undertakes hereby to instruct the third party to provide to the Security Agent upon its demand with all information and documents which are necessary to perfect and/or enforce the security created by this Agreement. The Security Agent accepts such assignments

2.5 In case an assignment of the future claims at the time when this Agreement becomes effective as stipulated herein is invalid or unenforceable by virtue of mandatory law as applicable, in particular, as far as the future claims are not sufficiently individualised to be assigned, the Assignor hereby undertakes to assign to the Security Agent its future claims, once a valid assignment of them becomes possible.

19. APPLICABLE LAW; JURISDICTION

19.1 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of Germany.

19.2 Jurisdiction

The place of jurisdiction for all parties shall be Frankfurt am Main, Germany. The Security Agent, however, shall also be entitled to take legal action against the Assignor before any other competent court of law having jurisdiction over the Assignor or any of its assets.

Belgian documentary duty of €0.15 per original paid by bank transfer from Baker & McKenzie CVBA/SCRL on 31 January 2008. *Droit d'écriture belge de €0,15 par original payé par transfert bancaire de Baker & McKenzie SCRL le 31 janvier 2008. Belgisch recht op geschriften van €0,15 per origineel betaald per overschrijving door Baker & McKenzie CVBA op 31 januari 2008.*

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SCHEDULE 1
RIGHTS (PATENTS)

1. SPRAY NOZZLE II

| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|---------|-------------|------------|-------------|------------|------------|
| AT | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 23/02/2010 |
| BE | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 23/02/2010 |
| CA | Granted | 2011983 | 12/03/1990 | 2011983 | 04/05/1999 | 12/03/2010 |
| CH | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 12/03/2010 |
| DE | Granted | 90200429.0 | 23/02/1990 | P69002176.3 | 14/07/1993 | 12/03/2010 |
| ES | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 12/03/2010 |
| FR | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 12/03/2010 |
| GB | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 12/03/2010 |
| IT | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 12/03/2010 |
| JP | Granted | 2-71739 | 20/03/1990 | 2050710 | 10/05/1996 | 20/03/2010 |
| KR | Granted | 3739/1990 | 20/03/1990 | 105056 | 19/09/1996 | 25/04/2011 |
| NL | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 23/02/2010 |
| SE | Granted | 90200429.0 | 23/02/1990 | 0389014 | 14/07/1993 | 23/02/2010 |
| US | Granted | 495188 | 19/03/1990 | 5,028,006 | 02/07/1991 | 19/03/2010 |

2. MULTICOLOR SPRAY

| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|---------|------------------|------------|-------------|------------|------------|
| AT | Granted | 94915479.3 | 01/06/1994 | 0804327B1 | 19/09/2001 | 01/06/2014 |
| BE | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| BR | Granted | P19408580-3 | 01/06/1994 | P19408580-3 | 30/04/2002 | 01/06/2014 |
| CA | Granted | 2191083 | 01/06/1994 | 2191083 | 13/08/2002 | 01/06/2014 |
| CH | Granted | 949154 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| DE | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| ES | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| FR | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| GB | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| IT | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| JP | Granted | 528528/ 95 | 01/06/1994 | 3332382 | 26/07/2002 | 01/06/2014 |
| KR | Granted | 706,758/ 1996 | 01/06/1994 | 0441853 | 16/07/2004 | 01/06/2014 |
| MX | Granted | 952422 | 30/05/1995 | 200139 | 18/12/2000 | 30/05/2015 |
| NL | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| PL | Granted | P317408 | 01/06/1994 | 174284 | 04/12/1997 | 01/06/2014 |

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| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|--------|-------------|--------|-----------|------------|------------|
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| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|---------|-------------|------------|-----------|------------|------------|
| PT | Granted | 94915479.3 | 01/06/1994 | 804327 | 19/09/2001 | 01/06/2014 |
| RU | Granted | 97100137 | 01/06/1994 | 2135357 | 27/08/1999 | 01/06/2014 |
| SE | Granted | 94915479.3 | 01/06/1994 | 0804327 | 19/09/2001 | 01/06/2014 |
| US | Granted | 750175 | 01/06/1994 | 6071619 | 06/06/2000 | 06/06/2017 |

3. SOFT TOUCH

| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|---------|-------------|------------|-----------|------------|------------|
| BE | Granted | 93909701.0 | 18/05/1993 | 0642411 | 10/12/1997 | 18/05/2013 |
| DE | Granted | 93909701.0 | 18/05/1993 | 69315693 | 10/12/1997 | 18/05/2013 |
| FR | Granted | 93909701.0 | 18/05/1993 | 0642411 | 10/12/1997 | 18/05/2013 |
| GB | Granted | 93909701.0 | 18/05/1993 | 0642411 | 10/12/1997 | 18/05/2013 |
| JP | Granted | 519723/93 | 19/05/1993 | 3,432,225 | 23/05/2003 | 19/05/2013 |
| MX | Granted | 932896 | 18/05/1993 | 188265 | 13/03/1998 | 18/05/2013 |
| US | Granted | 338463 | 18/05/1993 | 5662996 | 02/09/1997 | 02/09/2014 |

4. SPRAY + THERMOPLAST

| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|-----------|------------------|------------|------------|------------|------------|
| AT | Granted | 99950406.1 | 15/10/1999 | AT E233643 | 05/03/2003 | 15/10/2019 |
| BE | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| BR | Published | PI9914761-0 | 15/10/1999 | | | 15/10/2019 |
| CA | Granted | 2,347,008 | 15/10/1999 | 2,347,008 | 29/09/2006 | 15/10/2019 |
| CZ | Granted | PV2001-1412 | 15/10/1999 | 296963 | 21/06/2006 | 15/10/2019 |
| DE | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| ES | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| FR | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| GB | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| KR | Granted | 7005060/ 2001 | 15/10/1999 | 0525269 | 25/10/2005 | 15/10/2019 |
| MX | Granted | 2001004058 | 15/10/1999 | 229131 | 13/07/2005 | 15/10/2019 |
| NL | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| PL | Granted | P347389 | 15/10/1999 | 190993 | 17/08/2005 | 15/10/2019 |
| SE | Granted | 99950406.1 | 15/10/1999 | 1126958 | 05/03/2003 | 15/10/2019 |
| SK | Pending | PV0547-2001 | 15/10/1999 | | | 15/10/2019 |
| US | Granted | 09/807938 | 15/10/1999 | 6,849,218 | 01/02/2005 | 15/10/2019 |

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| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|--------|-------------|--------|-----------|------------|------------|
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|----|---------|-----------|------------|-----------|------------|------------|
| US | Granted | 09/807938 | 15/10/1999 | 6,849,218 | 01/02/2005 | 15/10/2019 |
|----|---------|-----------|------------|-----------|------------|------------|

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| Country | Status | Application | Filing | Patentnr. | Issue Date | Expiration |
|---------|----------------|-------------|------------|-----------|------------|------------|
| US | 1 Published | 11/032,073 | 11/01/2005 | | | 15/10/2019 |

BRUDOC5/543278.04

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SCHEDULE 2

ORIGINAL PARTIES

PART 1

ORIGINAL LENDERS

ABN Amro Bank N.V.
Commerzbank International S.A.
Fortis Bank SA/NV
KBC Bank NV
Crédit Lyonnais S.A.
Bank of Scotland Plc
Banque LBLux S.A.
Calyon (Brussels branch)
Banca Monte Paschi Belgio NV
Landesbank Baden-Württemberg

PART 2

ORIGINAL BORROWERS

Recticel SA/NV
Recticel International Services SA/NV

PART 3

ORIGINAL GUARANTORS

Recticel SA/NV

PART 4

NEW LENDERS

Not applicable on the date of this Agreement.

SCHEDULE 3
NOTEHOLDERS

Accent Fund - Global
Accent Fund - High Yield
Antwerps Beroepskrediet
Compagnie du Bois Sauvage S.A
Fortis Bank SA/NV
Nationale-Nederlanden Levensverzekering Maatschappij N.V.
PAM (L) Equities Opportunity
PAM (L) Bonds Higher Yield
PAM (L) Higher Yield
Banque Delen Luxembourg
Postbank Levensverzekering N.V.
RVS Levensverzekering N.V.

SCHEDULE 4

ADDRESSES FOR NOTICES

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Att.:

Geschäftsführer

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To the Security Agent:

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Belgium

Att.:

Guido Van den Berghe

Fax:

+32 (0) 2 228 06 40

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SIGNATORIES

RECTICEL AUTOMOBILSYSTEME GMBH

By:

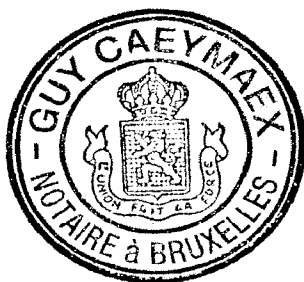


JEAN-PIERRE MELLEN
ATTORNEY IN FACT

FORTIS BANK SA/NV



By: EDITH FLINES
ATTORNEY IN FACT



Certified true by Us, Guy CAEYMAEX, Notary
Public residing in Brussels (Belgium).

Brussels, June 17, 2008.

