

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAAG Pump Systems Textron Inc.	11/12/2008
RECEIVING PARTY DATA	
Name:	Bank of Scotland plc
Street Address:	110 St. Vincent Street
Internal Address:	Commercial Banking Level 6
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G25ER
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5641281
Patent Number:	5295510
Patent Number:	6135145
CORRESPONDENCE DATA	
Fax Number:	(212)728-8111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)728-8000
Email:	ipdept@willkie.com
Correspondent Name:	Kim A. Walker
Address Line 1:	787 Seventh Avenue
Address Line 2:	Willkie Farr & Gallagher LLP
Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	117525.00002
NAME OF SUBMITTER:	Kim A. Walker

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PATENT
REEL: 021965 FRAME: 0811

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 12, 2008, by MAAG Pump Systems Textron Inc. (the "Pledgor"), in favor of Bank of Scotland plc, in its capacity as agent and security trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Intercreditor Deed (in such capacity as agent and trustee, the "Security Trustee" (which expression shall include each person appointed as the Security Trustee at the date of this Patent Security Agreement or any additional security trustee appointed for the purposes of, and in accordance with, the Intercreditor Deed)).

WITNESSETH:

WHEREAS, the Pledgor is party to a Guaranty and Collateral Agreement of even date herewith (the "Guaranty and Collateral Agreement") in favor of the Security Trustee pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (hereinafter defined) to continue to extend credit to the Borrowers pursuant to the (i) Senior Facilities Agreement dated September 10, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Senior Credit Agreement"), among Bond Subco II Sàrl, a company incorporated in Luxembourg (the "Company"), Bidco and certain other Subsidiaries of the Company listed therein (each a "Borrower" and collectively, the "Borrowers"), the Senior Lenders party thereto from time to time and Bank of Scotland plc, as Agent, Senior Lender and Security Trustee, and (ii) Mezzanine Facilities Agreement dated September 10, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with the Senior Credit Agreement the "Credit Agreement"), among the Borrowers, the Mezzanine Lenders party thereto from time to time (together with the Senior Lenders the "Lenders") and Bank of Scotland plc, as Agent, Mezzanine Lender and Security Trustee, the Pledgor hereby agrees with the Security Trustee as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Collateral of such Pledgor:

Patents of such Pledgor listed on Schedule I attached hereto; and
all proceeds of any and all of the foregoing.

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

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Guaranty and Collateral Agreement, the Security Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

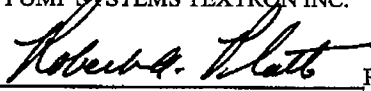
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

MAAG PUMP SYSTEMS TEXTRON INC.

By:

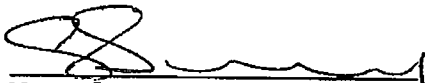
 RP

Name: ROBERT PLATT

Title: VICE PRESIDENT

Accepted and Agreed:

BANK OF SCOTLAND PLC,
as Security Trustee

By: 
Name: SIMON SWEENEY
Title: DIRECTOR, COMMERCIAL

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

United States Patent Registrations and Patent Applications:

OWNER	PATENT NAME	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY OF ORIGIN
Maag Pump Systems Textron Inc.	Lubricating means for a gear pump	08/560,736	11/20/95	5,641,281	6/24/97	USA
Maag Pump Systems Textron Inc.	Divertor valve	07/934,128	8/21/92	5,295,510	3/22/94	USA
Maag Pump Systems Textron Inc.	Valve and filtration arrangement for polymer processing system	09/090,755	6/4/98	6,135,145	10/24/00	USA