

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A.	10/31/2008

RECEIVING PARTY DATA

Name:	Schlegel Corporation
Street Address:	1555 Jefferson Road
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14623

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	5416961
Patent Number:	5262114
Application Number:	11054485
Application Number:	11349754
Application Number:	11536796
Application Number:	10368038
Application Number:	09839887
Application Number:	08719988
Application Number:	11370456
Application Number:	09776142
Application Number:	10136230
Application Number:	10858871
Application Number:	10884038
Application Number:	09689006
Application Number:	09053463

OP \$1360.00 5416961

Application Number:	09491036
Application Number:	10990040
Application Number:	08934364
Application Number:	11280053
Application Number:	11231956
Application Number:	10877660
Application Number:	10735023
Application Number:	10670827
Application Number:	10649969
Application Number:	10649463
Application Number:	09457818
Application Number:	09739409
Application Number:	09392196
Application Number:	09337450
Application Number:	09233607
Application Number:	09187463
Application Number:	08799433
PCT Number:	US0604312
PCT Number:	US0202685

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	2039261-0022
NAME OF SUBMITTER:	Stephanie Zabela

Total Attachments: 15

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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

This FIRST AMENDMENT TO PATENT SECURITY AGREEMENT dated as of October 31, 2008 (the "**Amendment**"), is executed by and among SCHLEGEL CORPORATION, a New York corporation (the "**Pledgor**"), BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders ("**Agent**"), the financial institutions party to the Credit Agreement (as defined below) from time to time as lenders (collectively, "**Lenders**"), and HENNIGES AUTOMOTIVE SCHLEGEL CANADA INC., a corporation organized under the laws of Canada ("**Schlegel Canada**"), as a guarantor, HENNIGES AUTOMOTIVE HOLDINGS, INC., a Delaware corporation ("**Henniges Holdings**"), as a guarantor, HENNIGES AUTOMOTIVE SEALING SYSTEMS HOLDINGS, INC., a Delaware corporation ("**HASS Holdings**"), as a guarantor, and HENNIGES AUTOMOTIVE SEALING SYSTEMS CANADA INC., a corporation organized under the laws of New Brunswick ("**HASS Canada**") as a guarantor (HASS Canada, Schlegel Canada, HASS Holdings, and Henniges Holdings are collectively referred to as the "**Guarantors**").

RECITALS:

A. Pledgor is a party to that certain Amended and Restated Loan and Security Agreement dated as of June 12, 2008 (the "**Credit Agreement**") by and among Pledgor, certain of its affiliates and subsidiaries, certain financial institutions party thereto, and Agent, and that certain Patent Security Agreement (the "**IP Security Agreement**") dated as of September 14, 2007, by and between Pledgor and Agent, and recorded with the United States Department of Commerce, Patent and Trademark Office on October 4, 2007, Reel 019920, Frame 0304.

B. The Agent desires to release its security interest in the Pledgor's interest in certain patents, and the Agent and Lenders are willing to do so.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the IP Security Agreement and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS:

1. RECITALS. The foregoing Recitals are hereby made a part of this Amendment.
2. DEFINITIONS. Except as otherwise set forth herein, capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Credit Agreement.
3. PARTIAL RELEASE. The Agent hereby releases its security interest in all of the Pledgor's right, title and interest in the following patents:

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
CARRIER ASSEMBLY WITH FUSED POWDER AND FRAME-WARP APERTURE	United States	11/054,485	02/09/2005			02/09/2025
	PCT		11/17/2005			
CARRIER ASSEMBLY WITH FUSED	PCT	PCTUS06/04312	02/08/2006			

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
POWDER AND FRAME-WARP APERTURE AND EMBEDDING COMPOSITE STRIP	United States	11/349,754	02/08/2006			02/08/2026
	United States	11/536,796	09/29/2006			02/08/2026
CONTACT SURFACE FOR A CRIMPING ROLLER IN A ROLL FORMING TOOL	United States	10/368,038	03/11/2003	6,978,650	12/27/2005	03/11/2023
CONTIGUOUS COLLIQUEFACTION FORMING A SURFACE FILM FOR A COMPOSITE STRIP	United States	09/839,887	04/20/2001	6,849,310	02/01/2005	04/20/2021
DOOR AND WINDOW CHANNEL SEAL	United States	08/719,988	09/25/1996	6,023,888	02/15/2000	09/25/2016
FLANGE ENGAGING STRIP WITH A CARRIER FOR ENGAGING A FLANGE HAVING A VARYING THICKNESS ALONG A LONGITUDINAL DIMENSION	United States	11/370,456	03/08/2006			03/08/2026
MIGRATION INHIBITING LAYER FOR A WEATHERSTRIP	Europe	02704292.8	07/10/2003			
	PCT	PCT/US02/02685	01/30/2002			
	United States	09/776,142	02/02/2001	6,514,604	02/04/2003	02/02/2021
MODULAR VEHICULAR WINDOW SEAL ASSEMBLY	United States	10/136,230	05/01/2002	6,817,651	11/16/2004	05/01/2022
MULTI-CAVITY GLASS ENCAPSULATION METHOD	United States	10/858,871	06/02/2004			06/02/2024
MULTI-FUNCTIONAL LOCK STRIP FOR A WEATHERSEAL	United States	10/884,038	07/02/2004			07/02/2024
ON-LINE WEATHERSTRIP INSERTION AND STAKING APPARATUS AND METHOD OF USE	United States	09/689,006	10/12/2000	6,736,921	05/18/2004	10/12/2020
SWIVEL SLEEVE FOR HAND HELD SEAL INSTALLATION TOOL	United States	09/053,463	04/01/1998	6,038,753	03/21/2000	04/01/2018
	United States	09/491,036	01/25/2000	6,289,565	09/18/2001	04/01/2018

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
	States					
VEHICULAR DIVISION BAR ASSEMBLY FREE OF STRUCTURAL METAL	United States	10/990,040	11/16/2004			11/16/2024
WIRE CARRIER WITH REDUCED ELONGATION	United States	08/934,364	09/19/1997	6,150,003	11/21/2000	09/19/2017
VEHICULAR CLAMPING STRIP HAVING AN OPTICAL LOCKING CORD	United States	11/280,053	11/16/2007			
CONTACT SURFACE FOR A CRIMPING ROLLER IN A ROLL FORMING TOOL	United States	11/231,956	09/21/2005			
WEATHERSEAL HAVING SURFACE ROUGHNESS FORMING PARTICLES OF A POLAR MATERIAL IN A RESIN MATRIX HAVING A MALEATED POLYOLEFIN	United States	10/877,660	06/25/2004			
SURFACE TREATED PARTICULATED POLYMERIC MATRIX FOR FORMING AN EXPOSED SURFACE OR A WEATHERSEAL	United States	10/735,023	12/12/2003			
LABORATORY WEAR AND DRAG FORCE TESTING SYSTEM	United States	10/670,827	09/25/2003			
REFLECTIVE SURFACE FOR A VEHICLE WEATHERSEAL	United States	10/649,969	08/26/2003			
WEATHERSEAL WITH SEALING SURFACE HAVING STRIPS OF MATERIAL EXHIBITING REDUCED ADHESION BONDING TO FROZEN WATER	United States	10/649,463	08/26/2003			
METHOD FOR FORMING A COMBINATION	United States	09/457,818	12/09/1999	6,485,663	11/26/2002	

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
DOOR AND WINDOW CHANNEL SEAL						
CARRIER WITH SET DOWN ELONGATION REDUCING MEMBER	United States	09/739,409	12/18/2000	6,461,713	10/08/2002	
WEATHERSEAL HAVING A SUBSTRATE WITH AN ADHESIVE OVERFLOW CONTAINMENT GROOVE	United States	09/392,196	11/08/1999	6,451,411	09/17/2002	
TOUCH SENSITIVE TRAPPING PROTECTOR FOR POWER OPERATED CLOSING DEVICES	United States	09/337,450	06/21/1999	6,389,752	05/21/2002	
WEATHER SEAL RESERVOIR STRUCTURE	United States	09/233,607	12/30/1998	6,286,841	09/11/2001	
METHOD FOR FORMING A WIND CHANNEL SEAL INSERT WITH A BELT-LINE EXTENSION	United States	09/187,463	11/04/1998	6,138,338	10/31/2000	
FLUSH GLASS SEAL INSERT WITH A BELT-LINE EXTENSION	United States	08/799,433	02/13/1997	6,070,364	06/06/2000	
KNITTED WIRE CARRIER HAVING BONDED WARP THREADS AND METHOD FOR FORMING SAME	United States	186,773	01/26/1994	5,416,961	05/23/1995	
METHOD OF MAKING AN INJECTION MOLDED GLASS GUIDANCE COMPONENT	United States	932,280	08/19/1992	5,262,114	11/16/1993	
ON-LINE WEATHER STRIP INSERTION AND STAKING APPARATUS AND METHOD OF USE	Canada	CA 2358749	10/09/2001			
WIRE CARRIER WITH REDUCED ELONGATION	Canada		09/16/1998	CA 2304006	02/10/2004	
SEGMENTED SHIELDING STRUCTURE FOR	Canada			2176638		

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
CONNECTOR PANELS						
EMI SHIELDING HAVING FLEXIBLE CONDUCTIVE SHEET AND I/O GASKET	Canada	CA 2176167	05/10/1996			
EMI SHIELDING HAVING FLEXIBLE CONDUCTIVE ENVELOPE	Canada		11/23/1994	CA 2136469	07/08/2003	
FLUSH GLASS SEALING SYSTEM	Canada		08/31/1994	CA 2131271	12/21/1999	
FOAM BUFFING PAD HAVING A FINISHING SURFACE WITH A SPLASH REDUCING CONFIGURATION	Canada	CA 2086447	12/30/1992			
GLASS GUIDANCE COMPONENT	Canada	CA 2061774	02/25/1992			
ELECTROMAGNETIC SHIELDING WITH DISCONTINUOUS ADHESIVE	Canada		10/25/1991	CA 2054270	01/08/2002	
BONDED COMPOSITE OF A LAYER AND HOT MELT ADHESIVE FOR DIRECT BONDING TO EPDM RUBBER	Canada	CA 2050792	09/06/1991			
BONDED PLASTIC-RUBBER EXTRUDED COMPOSITE	Canada	CA 2043081	05/23/1991			
ELASTOMERIC STRIP AND METHOD OF MANUFACTURE	Canada	613240	09/26/1989	CA 1332547	10/18/1994	
MULTI-FUNCTION GASKET	Canada	588663	01/19/1989	CA 1309486	10/27/1992	
MOUNTING ARRANGEMENT FOR SEALING STRIPS	Canada	576697	09/07/1988	CA 1297138	03/10/1992	
WEATHERSEAL	Canada	534192	04/08/1987	CA 1294825	01/28/1992	
WINDOW FRAME WEATHERSEAL FOR A MOTOR VEHICLE	Canada	515479	08/07/1986	CA 1284161	05/14/1991	
WEATHERSTRIP MOUNTABLE IN A SLOT	Canada	467381	11/08/1984	CA 1268994	05/15/1990	
SPRAY SUPPRESSION ON MOTOR	Canada	454270	05/14/1984	CA 1260990	09/26/1989	

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
VEHICLES						
EDGE PROTECTOR TRIM STRIP	Canada	475917	03/07/1985	CA 1235441	04/19/1988	
PILE DAMPER MECHANISM	Canada	454385	05/15/1984	CA 1226310	09/01/1987	
TWO-WIRE CARRIER EDGE PROTECTOR TRIM STRIP	Canada	476549	03/14/1985	CA 1226015	08/25/1987	
SINGLE-WIRE CARRIER EDGE PROTECTOR TRIM STRIP	Canada	478503	04/04/1985	CA 1215927	12/30/1986	
SEGMENTED MEMBRANE BARRIER	Canada	453807	05/08/1984	CA 1206342	06/24/1986	
CONDUCTIVE CHARGE/DISCHARGE DEVICE	Canada	423495	03/14/1983	CA 1203839	04/29/1986	
WIRE CARRIER AND EDGE PROTECTOR TRIM STRIP FORMED THEREFROM	Canada	429080	05/27/1983	CA 1202052	03/18/1986	
CLEANING BRUSH FOR ELECTROSTATIC COPIERS, PRINTERS AND THE LIKE	Canada	400068	03/31/1982	CA 1181552	01/29/1985	
WEATHER STRIPPING	Canada	389817	11/10/1981	CA 1178489	11/27/1984	
WINDOW VENT	Canada	370545	02/10/1981	CA 1176110	10/16/1984	
SOFT BARRIER FIN WEATHERSTRIP AND METHOD OF MANUFACTURE	Canada	361913	09/26/1980	CA 1171321	07/24/1984	
APPARATUS AND METHOD FOR ALIGNING A WEATHERSTRIP GUIDEWAY WITH A RECEIVING SLOT	Canada	392951	12/22/1981	CA 1170439	07/10/1984	
PILE WEATHER STRIP	Canada	385358	09/08/1981	CA 1169707	06/26/1984	
SASH BALANCE FOOT SEAL MECHANISM	Canada	361931	09/26/1980	CA 1168515	06/05/1984	
TRANSMISSION SELECTOR ROD SEALING	Canada	389222	11/02/1981	CA 1164315	03/27/1984	
DOOR BOTTOM OF ADJUSTABLE WIDTH	Canada	412992	10/06/1982	CA 1158480	12/13/1983	

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
ELASTOMERIC STRIP AND METHOD OF MANUFACTURING THE SAME	Canada	382714	07/28/1981	CA 1158284	12/06/1983	
GRIPPABLE SLIDING SEAL STRIP	Canada			1147770		
PILE WEATHERSTRIP HAVING A LOOPED BARRIER FIN	Canada			1147605		
WEATHERSTRIP	Canada	368720	01/16/1981	CA 1147603	06/07/1983	
OVERHANGING BARRIER FIN WEATHERSTRIP AND METHOD OF MANUFACTURE	Canada	372350	03/05/1981	CA 1146811	05/24/1983	
WEATHERSTRIP AND METHOD FOR SEALING A GAP	Canada			1146417		
WINDOW LATCH	Canada	367753	12/31/1980	CA 1146416	05/17/1983	
WEATHERSTRIP AND METHODS FOR MAKING THE SAME	Canada			1143222		
FLEXIBLE SHEET SEAL	Canada	343612		CA 1129906		
ABRASIVE BRUSHES AND METHODS OF MAKING SAME	Canada	376835	05/04/1981	CA 1122013	04/20/1982	
ABRASIVE BRUSHES AND METHODS OF MAKING SAME	Canada			1122012		
ABRASIVE BRUSHES AND METHODS OF MAKING SAME	Canada	308311	07/27/1978	CA 1118557	02/23/1982	
WEATHERSEAL MANUFACTURE	Canada	318708		CA 1073748	03/18/1980	
GLAZING STRIP	Canada	304076		CA 1072822	03/04/1980	
RETAINING SYSTEM FOR ARCHITECTURAL GLAZING STRIP	Canada			1065683		
METHOD AND MACHINERY FOR MAKING PILE WEATHERSTRIPPING	Canada	297130		CA 1053883	05/08/1979	
GLAZING SYSTEM	Canada	227024		CA 1050825	03/20/1979	
PILE WEATHERSTRIPPING	Canada			1049330		

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
CONRNER FORMATION FOR ARCHITECTURAL GLAZING STRIP	Canada	240843		CA 1041836	11/07/1978	
WEATHERSEAL MANUFACURE	Canada	217611		CA 1040371	10/17/1978	
WEATHERSEAL HAVING INTERFERENCE FIT IN SLOT	Canada			1030574		

4. COLLATERAL AMENDMENT. Schedule A of the IP Security Agreement is hereby amended and restated in its entirety by replacing the existing Schedule A with the Schedule A attached hereto as Schedule I.

5. REPRESENTATIONS AND WARRANTIES. The Pledgor makes the following representations and warranties to the Agent and Lenders:

5.1. Authorization. The execution, delivery and performance by the Pledgor of this Amendment has been duly authorized by the Pledgor and there is no action pending or any judgment, order or decree in effect which is likely to restrain, prevent or impose materially adverse conditions upon the performance by the Pledgor of its obligations under the Credit Agreement or the other Loan Documents.

5.2. No Conflicts. The execution and delivery of this Amendment and the performance by the Pledgor of its obligations under the Loan Documents, as amended hereby, do not and will not conflict with, or constitute a violation or breach of, or result in the imposition of any Lien upon the property of the Pledgor, by reason of the terms of (i) any contract, mortgage, lease, agreement, indenture, or instrument to which the Pledgor is a party or which is binding upon it, (ii) any Applicable Law with respect to the Pledgor, or (iii) the certificate or articles of incorporation or by-laws of the Pledgor.

5.3. Validity and Binding Effect. The IP Security Agreement, as amended hereby, and this Amendment constitute the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights or by the effect of general equitable principles.

5.4. Compliance with IP Security Agreement. After giving effect to this Amendment, the representations and warranties set forth in the IP Security Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date. In addition, the Pledgor is in compliance with all terms and conditions of the Credit Agreement, the IP Security Agreement, and the other Loan Documents on its part to be observed and performed and no Default or Event of Default has occurred and is continuing.

6. EFFECTIVE DATE. This Amendment shall become effective as of the date above first

written after receipt by the Agent of this Amendment executed by the Pledgor, the Guarantors, the Lenders and the Agent.

7. GENERAL.

7.1. Cross-References. References in this Amendment to any Section are, unless otherwise specified, to such Section of this Amendment.

7.2. Instrument Pursuant to Credit Agreement. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the IP Security Agreement.

7.3. Acknowledgment of the Parties. Each of the Guarantors hereby represents and warrants that the execution and delivery of this Amendment and compliance by such Obligor with all of the provisions of this Amendment: (a) are within the powers and purposes of such Obligor; (b) have been duly authorized or approved by the board of directors (or other appropriate governing body) of such Obligor; and (c) when executed and delivered by or on behalf of such Obligor will constitute valid and binding obligations of such Obligor, enforceable in accordance with their terms. Each of the Pledgor and Guarantors reaffirms its obligation to pay all amounts due to the Agent or the Lenders under the Loan Documents (including, without limitation, its obligations under the Notes) in accordance with the terms thereof, as amended and modified hereby. In particular, each of the Guarantors joins as a party to this Amendment for the purposes of ratifying and reaffirming its obligations under the Loan Documents in accordance with the terms thereof.

7.4. Loan Documents Unmodified. The amendment provided herein shall apply and be effective only with respect to the provisions of the IP Security Agreement specifically referred to by such amendment. Except as otherwise specifically modified by this Amendment, all terms and provisions of the Credit Agreement and all other Loan Documents, as modified hereby, shall remain in full force and effect and are hereby ratified and confirmed in all respects. Each Guarantor ratifies and confirms its respective Guaranty as in full force and effect after giving effect to this Amendment. Nothing contained in this Amendment shall in any way impair the validity or enforceability of the Loan Documents, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein, except as otherwise specifically provided in this Amendment. Subject to the terms of this Amendment, any lien and/or security interest granted to the Agent, for the benefit of the Lenders, in the Collateral set forth in the Loan Documents shall remain unchanged and in full force and effect and the Credit Agreement and the other Loan Documents shall continue to secure the payment and performance of all of the Obligations.

7.5. Parties, Successors and Assigns. This Amendment represents the agreement of the Pledgor, the Guarantors, the Agent and each of the Lenders signatory hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. This Amendment shall be binding upon and inure to the benefit of Pledgor, Guarantors, Agent, Lenders, and their respective successors and assigns, except that (a) the Pledgor and Guarantors shall not have the right to assign any rights or delegate any obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with **Section 13.3** of the Credit Agreement.

7.6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This

Amendment shall become effective when Agent has executed it and received counterparts bearing the signatures of all other parties hereto. Delivery of a signature page of the Amendment by telecopy shall be effective as delivery of a manually executed counterpart of such agreement. The Amendment may be executed and delivered by facsimile or electronic mail, and will have the same force and effect as manually signed originals. The Agent may require confirmation by a manually-signed original, but failure to request or deliver same will not limit the effectiveness of any facsimile or electronically delivered signature.

7.7. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only, are not a part of this Amendment, and shall not affect the interpretation hereof.

7.8. Waivers. Each of the parties hereto waives (a) the right to trial by jury (which the Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents (including this Amendment), Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by the Agent on which an Obligor may in any way be liable, and hereby ratifies anything the Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing the Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against the Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each party hereto acknowledges that the foregoing waivers are a material inducement to the Agent and Lenders entering into this Amendment and that the Agent and Lenders are relying upon the foregoing in their dealings with the parties hereto. Each party hereto has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Amendment may be filed as a written consent to a trial by the court.

7.9. Choice of Law; Jury Trial Waiver; Submission to Jurisdiction. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). EACH OF THE PLEDGOR AND THE GUARANTORS HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CHICAGO, ILLINOIS, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH OF THE PLEDGOR AND THE GUARANTORS IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE CREDIT AGREEMENT. Nothing herein shall limit the right of the Agent or any Lender to bring proceedings against the Pledgor or any Guarantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Amendment shall be deemed to preclude enforcement by the Agent of any judgment or order obtained in any forum or jurisdiction.

7.10. Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

7.11. Total Agreement. This Amendment, the IP Security Agreement, and all other Loan Documents shall constitute the entire contract among the parties relating to the subject matter hereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

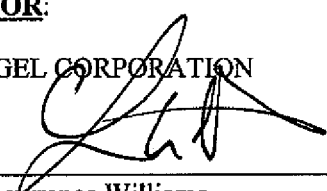
7.12. References to IP Security Agreement. Each reference in the IP Security Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the IP Security Agreement in any and all instruments or documents delivered in connection with the Loan Documents, shall be deemed to refer to the IP Security Agreement, as amended hereby.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor, the Guarantors, the Lenders and the Agent have executed this Amendment as of the date first above written.


PLEDGOR:

• SCHLEGEL CORPORATION

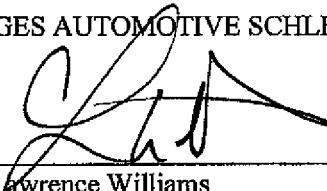
By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

GUARANTORS:

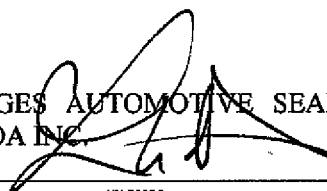
HENNIGES AUTOMOTIVE HOLDINGS, INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

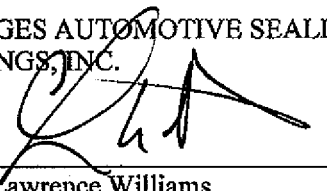
HENNIGES AUTOMOTIVE SCHLEGEL CANADA
INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

HENNIGES AUTOMOTIVE SEALING SYSTEMS
CANADA INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

HENNIGES AUTOMOTIVE SEALING SYSTEMS
HOLDINGS, INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent and Lender

By: 

Name: Thomas Brennan

Title: Vice President – Senior Client Manager

SCHEDULE I

SCHEDULE A

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
ILLUMINATING WEATHERSEAL FOR VEHICULAR SUNROOF	United States	11/854,241	09/12/2007			09/12/2027
CAPACITIVE SENSOR HAVING FLEXIBLE POLYMERIC CONDUCTORS	United States	10/643,839	08/19/2003	7,215,529	05/08/2007	08/19/2023
CARRIERLESS FLANGE COVER WITH INTGRAL TRIM STRIP	United States	10/664,685	09/17/2003	6,883,847	04/26/2005	09/17/2023
COMPOSITE WEATHERSTRIP HAVING A FRICTION REDUCING COATING ON A HARD BEARING LAYER	United States	09/784,507	02/15/2001	6,534,147	03/18/2003	02/15/2021
FLUSH GLASS SEALING SYSTEM	Italy	94306710.8	09/13/1994	0642943	08/14/1997	09/13/2014
	United States	08/ 121,704	09/15/1993	5,343,609	09/06/1994	09/15/2013
FOAM BUFFING PAD HAVING A FINISHING SURFACE WITH A SPLASH REDUCING CONFIGURATION	United States	07/ 896,690	06/10/1992	5,527,215	06/18/1996	06/18/2013
FOAM SURFACE CONDITIONING PAD	United States	09/548,284	04/12/2000	6,378,157	04/30/2002	04/12/2020
GLASS RUN SURROUND CAP	United States	09/320,993	05/27/1999	6,409,251	06/25/2002	05/27/2019
	Germany	EP930480.9	05/08/2000	1180077	07/14/2004	05/08/2020
		EP930480.9	05/08/2000	1180077	07/14/2004	05/08/2020
		EP930480.9	05/08/2000	1180077	07/14/2004	05/08/2020
	Italy	EP930480.9	05/08/2000	1180077	07/14/2004	05/08/2020
United States	09/958,111	10/02/2001	6,612,074	09/02/2003	05/27/2019	
ILLUMINATING WEATHERSEAL	United States	10/474,261	10/03/2003	7,082,721	08/01/2006	04/18/2021
	United	11/425,657	06/21/2006			04/18/2021

Title	Patent Country	Application No.	Date Filed	Patent No.	Date Issued	Expiration Date
	States					
IMPROVED ELASTOMERIC STRIP & METHOD OF MANUFACTURE	United States	345,612	04/28/1989	5,009,947	04/23/1991	04/28/2009
	United States	647,713	01/28/1991	5,143,666	01/09/1992	04/28/2009
METHOD FOR FORMING AN AUTOMOTIVE VEHICLE WEATHERSEAL HAVING A METAL SUBSTRATE WITH BONDED ELASTOMERIC LAYER	United States	09/597,184	06/20/2000	6,428,649	08/06/2002	06/20/2020
METHOD FOR FORMING WEATHERSEALS FROM AN INTERCHANGEABLE INSERT DIE ASSEMBLY	United States	09/940,131	08/27/2001	6,458,301	10/01/2002	08/27/2021
SEAL FOR LOW TOLERANCE CONFRONTING SURFACES FORMING LOW CLEARANCES IN A VEHICLE	United States	09/665,647	09/19/2000	6,367,865	04/09/2002	09/19/2020
WEATHERSEAL HAVING A CONTACT LAYER WITH THERMOPLASTIC PARTICLES IN A THERMOSET CARRIER	United States	09/338,094	06/23/1999	6,406,785	06/18/2002	06/23/2019
WEATHERSEAL HAVING A CURVILINEAR POLYMERIC BACKBONE	United States	10/688,098	10/17/2003	7,356,967		10/17/2023
	United States	11/420,430	05/25/2006			10/17/2023