

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HUSCO Automotive Holdings LLC | 05/01/2009 |
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent |
| Street Address: | 20935 Swenson Drive |
| Internal Address: | Suite 400 |
| City: | Waukesha |
| State/Country: | WISCONSIN |
| Postal Code: | 53186 |
| PROPERTY NUMBERS Total: 14 | |
| Property Type | Number |
| Patent Number: | 6793196 |
| Patent Number: | 6807943 |
| Patent Number: | 6640834 |
| Patent Number: | 6966338 |
| Patent Number: | 7007925 |
| Patent Number: | 7055549 |
| Application Number: | 11415683 |
| Application Number: | 11779958 |
| Application Number: | 12120575 |
| Application Number: | 12198691 |
| Application Number: | 12103248 |
| Application Number: | 12103263 |
| Application Number: | 12123917 |
| Application Number: | 12103255 |

OP \$560.00 6793196

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PATENT
REEL: 022746 FRAME: 0856

CORRESPONDENCE DATA

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NAME OF SUBMITTER:

Brent A. Stork

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is entered into as of May 1, 2009 by and between HUSCO AUTOMOTIVE HOLDINGS LLC, a Wisconsin limited liability company (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Collateral Agent for and on behalf of the Lenders (the "Collateral Agent").

RECITALS:

WHEREAS, each Borrower, the Lenders, the Administrative Agent, the Collateral Agent and the Co-Agents have previously entered into the Credit Agreement (as hereinafter defined);

WHEREAS, each Borrower has requested that the Administrative Agent, the Collateral Agent and the Lenders agree to amend the Credit Agreement and to continue to extend credit to the Borrowers;

WHEREAS, the Debtor has, on the date hereof, become a Guarantor under the Credit Agreement pursuant to Section 3 of the Credit Agreement;

WHEREAS, the Debtor has executed and delivered that certain Security Agreement dated as of the date hereof in favor of the Collateral Agent, for and on behalf of the Lenders (as it may be amended, restated or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders, the Administrative Agent, the Collateral Agent and the Co-Agents Lenders to continue to extend credit to the Borrowers under the Credit Agreement;

WHEREAS, the Debtor is entering into this Agreement to confirm and ratify its grant to the Collateral Agent of a continuing security interest in the Patent Collateral (as defined below) pursuant to the Security Agreement; and

WHEREAS, it is a condition precedent to the Lenders, the Administrative Agent, the Collateral Agent and the Co-Agents Lenders' obligation to continue to extend credit to the Borrowers under the Credit Agreement that Debtor enter into this Agreement.

WHEREAS, Debtor is a direct or indirect wholly owned subsidiary of the US Borrower, and has received, and will continue to receive, a direct and substantial benefit as a result of the credit extended to the Borrowers by the Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of these premises and the commitments and agreements of Secured Party in the Credit Agreement and any other financial accommodation now or hereafter granted by the Collateral Agent, the Lenders, the Administrative Agent and the Co-Agents, the Administrative Agent or the Lenders to the Borrowers, the parties hereto agree as follows:

AGREEMENT:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in that certain Amended and Restated Credit Agreement dated as of September 7, 2007 by and among each Borrower, the Lenders, the Administrative Agent and the Collateral Agent, as amended by Amendment No. 1 to Amended and Restated Credit Agreement dated as of September 5, 2008, by Amendment No. 2 to Amended and Restated Credit Agreement dated as of even date herewith and as may be further amended, modified, extended or supplemented from time to time (the "Credit Agreement").

2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms the Debtor's grant of a security interest in the General Intangibles (including, without limitation, the Patent Collateral defined below) pursuant to, and as defined in, the Security Agreement and, without limiting such grant, hereby pledges, assigns and grants to the Collateral Agent, for its benefit and the ratable benefit of the Lenders, to secure the prompt and complete payment and performance of the Obligations (as defined in the Security Agreement), a continuing first priority security interest in and to all right, title and interest of the Debtor in and to any and all of the following, whether now or hereafter existing or acquired (the "Patent Collateral"):

(a) all letters patent and applications for letters patent in the United States of America, including all patent applications in preparation for filing in the United States of America and including each patent and patent application referred to in Exhibit A hereto;

(b) all patent licenses, including each patent license referred to in Exhibit A hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Exhibit A hereto, and for breach or enforcement of any patent license, including any patent license referred to in Exhibit A hereto, and all rights corresponding thereto in the United States of America.

3. Representations and Warranties. The Debtor represents and warrants to the Collateral Agent and the Lenders that, with respect to any Patent Collateral:

(a) Such Patent Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of the Debtor's knowledge, such Patent Collateral is valid and enforceable;

(c) The Debtor has made all necessary filings and recordations to protect its interest in such Patent Collateral, including, without limitation, recordations of all interests in the Patent Collateral in the United States Patent and Trademark Office;

(d) The Debtor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Patent Collateral, and, to the best of Debtor's knowledge, no claim has been made that the use of Patent Collateral does or may violate the asserted rights of any third party;

(e) The Debtor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Patent Collateral in full force and effect in the United States of America, as applicable; and

(f) The attachments hereto contain true and complete listings and descriptions of all of the Patent Collateral.

4. Covenants.

(a) The Debtor shall not, and the Debtor shall not permit any of its licensees to, unless the Debtor shall reasonably and in good faith determine (and notice of such determination shall have been delivered to the Collateral Agent) that any of the Patent Collateral is of negligible economic value to the Debtor, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) The Debtor shall notify the Collateral Agent within ten (10) business days if it knows, or has reason to know, that any application or registration relating to any material item of the Patent Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Debtor's ownership of any of the Patent Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Debtor shall, on or before the 30th day following the end of each of the Debtor's fiscal quarters, provide the Collateral Agent with written notice of any filing during such fiscal quarter by the Debtor or any of its agents, employees, designees or licensees of any application for the registration of any Patent Collateral with the United States Patent and Trademark Office, and upon request of the Collateral Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent Collateral and the goodwill and general intangibles of the Debtor relating thereto or represented thereby.

(d) The Debtor shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Patent Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and

the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

(e) Following the occurrence and during the continuance of an Event of Default, the Debtor hereby (i) grants to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by the Debtor, and wherever the same may be located, and (ii) irrevocably agrees that the Collateral Agent may sell or assign any of the Debtor's Patent Collateral to any person in accordance with the enforcement of the Collateral Agent's rights and remedies under this Security Agreement.

5. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Patent Collateral to the Collateral Agent for the benefit of the Lenders under the Security Agreement, and registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

6. Release of Security Interest. Upon termination of the Security Agreement in accordance with Section 16 thereof, the Collateral Agent shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

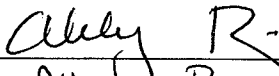
7. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted and confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

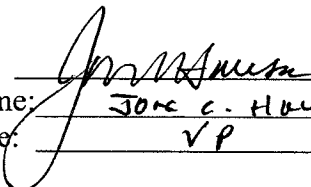
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IN WITNESS WHEREOF, the Debtor and the Collateral Agent have executed this Agreement as of the date first above written.

HUSCO AUTOMOTIVE HOLDINGS LLC, as
Debtor

By: 
Name: Abby Ramirez
Title: Secretary & Treasurer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: 
Name: Jane C. Houser
Title: VP

[Signature Page to Patent Security Agreement]

EXHIBIT A
to
Patent Security Agreement

Issued Patents

| Country | Patent No. | Issue Date | Title |
|---------|------------|------------|---|
| USA | 6,793,196 | 9/21/04 | Motor Vehicle Fuel Injection System with a High Flow Control Valve |
| USA | 6,807,943 | 10/26/04 | Motor Vehicle Fuel Injection System with a High Flow Control Valve |
| USA | 6,640,834 | 11/4/03 | Electrohydraulic Valve for Controlling a Cam Shaft Phasing Mechanism of an Internal Combustion Engine |
| USA | 6,966,338 | 11/22/05 | Electrohydraulic Valve for Controlling Operation of an Engine Cylinder Valve |
| USA | 7,007,925 | 3/7/06 | Electrohydraulic Valve Having an Armature with a Rolling Bearing |
| USA | 7,055,549 | 6/6/06 | Electrohydraulic Valve Assembly for Controlling Operation of Engine Cylinders |

Pending Patent Application

| Country | Serial No. | Filing Date | Title |
|---------|------------|-------------|---|
| USA | 11/415,683 | 5/2/06 | Dual Seat Three-Way Hydraulic Valve |
| USA | 11/779,958 | 7/19/07 | A Piston With an Integral Electrically Operated Adjustment Valve for a Hydraulic Vibration Damper |
| USA | 12/120,575 | 5/14/08 | Oil Sensing System for an Internal Combustion Engine |
| USA | 12/198,691 | 8/26/08 | Dual Setpoint Pressure Controlled Hydraulic Valve |
| USA | 12/103,248 | 4/15/08 | Electrohydraulic Valve Having a Solenoid Actuator Plunger with an Armature and a Bearing |
| USA | 12/103,263 | 4/15/08 | Electrohydraulic Valve Having a Solenoid Actuator Plunger with an Armature and a Bushing |
| USA | 12/123,917 | 5/20/08 | Hydraulic Vibration Damper |

| | | | |
|-----|------------|---------|--|
| | | | Piston with an Integral Electrically Operated Adjustment Valve |
| USA | 12/103,255 | 4/15/08 | Filter Band for an Electrohydraulic Valve |

Patent Application in Preparation

| <u>Country</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Inventor(s)</u> | <u>Title</u> |
|----------------|-----------------------|---------------------------------|--------------------|--------------|
| NONE | | | | |