

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patent Rights - Restructured Debt

CONVEYING PARTY DATA

Name	Execution Date
Mark IV IVHS, Inc.	11/13/2009
Luminator Holding L.P.	11/13/2009
NRD, LLC	11/13/2009
Dayco Products, LLC	11/13/2009

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as U.S. Collateral Agent and Administrative Agent
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 115

Property Type	Number
Patent Number:	7427957
Application Number:	12117902
Application Number:	12357898
Application Number:	12398808
Application Number:	12421404
Application Number:	61161859
Application Number:	12044783
Patent Number:	6741024
Patent Number:	6515413
Patent Number:	7148632
Patent Number:	7061690
Patent Number:	7452104

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Patent Number:	7231734
Patent Number:	7131226
Patent Number:	7067995
Patent Number:	7191506
Application Number:	60927218
Patent Number:	5261831
Patent Number:	5623184
Application Number:	12248611
Application Number:	11331294
Patent Number:	6575860
Patent Number:	6832968
Patent Number:	7297081
Patent Number:	7186196
Patent Number:	6863631
Patent Number:	6640563
Patent Number:	6884194
Patent Number:	6689001
Patent Number:	6682452
Patent Number:	7163478
Patent Number:	7118504
Patent Number:	6692391
Patent Number:	7584685
Patent Number:	7025699
Patent Number:	7335122
Patent Number:	7354363
Application Number:	11238212
Application Number:	10636788
Patent Number:	7371199
Patent Number:	7117836
Patent Number:	7229374
Application Number:	10934196
Application Number:	11040283
Patent Number:	7479316
Application Number:	12184398
Patent Number:	7552520

Patent Number:	7448974
Application Number:	12208420
Patent Number:	7479078
Application Number:	11040284
Application Number:	11110672
Application Number:	10962296
Application Number:	11238961
Patent Number:	7497794
Application Number:	11171137
Application Number:	11514138
Application Number:	11592972
Application Number:	11866019
Patent Number:	5643378
Patent Number:	6860962
Application Number:	10802104
Application Number:	11514135
Application Number:	11284809
Application Number:	11514136
Patent Number:	7256235
Patent Number:	4971589
Patent Number:	5348514
Patent Number:	5083984
Patent Number:	5308291
Patent Number:	5273496
Patent Number:	5190502
Patent Number:	5415825
Patent Number:	5277667
Patent Number:	5425681
Patent Number:	5573283
Patent Number:	5802839
Patent Number:	6206797
Patent Number:	6231465
Patent Number:	6217470
Patent Number:	5277227
Patent Number:	5176867

Patent Number:	5292474
Patent Number:	5015217
Patent Number:	5427728
Patent Number:	5129864
Patent Number:	5169368
Patent Number:	5205792
Patent Number:	5334107
Patent Number:	5447476
Patent Number:	5507699
Patent Number:	5254048
Patent Number:	5334110
Patent Number:	5392831
Patent Number:	5534217
Patent Number:	5458710
Patent Number:	5518460
Patent Number:	5342249
Patent Number:	5505667
Patent Number:	5807634
Patent Number:	6827660
Application Number:	11933688
Patent Number:	5194208
Patent Number:	5803850
Application Number:	12507955
Application Number:	12206941
Application Number:	12112393
Application Number:	12206959
Application Number:	12189370
Application Number:	12189393
Application Number:	12265268
Application Number:	12391505
Patent Number:	6015217
Patent Number:	5267908
Application Number:	12604037

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
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Correspondent Name: Mindy M. Lok, Esq.
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0290
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NAME OF SUBMITTER:	Mindy M. Lok
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Total Attachments: 10
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GRANT OF
SECURITY INTEREST IN PATENTS

This GRANT OF SECURITY INTEREST IN PATENTS ("Agreement"), effective as of November 13, 2009 is made by and between each of Mark IV IVHS, Inc., a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226, Luminator Holding L.P., a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226, NRD, LLC, a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226 and Dayco Products, LLC, a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226 (each, a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A, a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, as US Collateral Agent and Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mark IV, LLC ("Parent"), Mark IV Global Holding Corp., Mark IV Industries, Inc., Dayco Products LLC (the "US Borrower"), Dayco Europe S.r.l, a company organized under the laws of Italy (the "Italian Borrower", together with the US Borrower, the "Borrowers"), each of the direct and indirect Subsidiaries of Parent signatory thereto, the Lenders, and the Agent and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of November 13, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor pledged, collaterally assigned, and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Patents of such Grantor; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and for other good and valuable consideration the receipt of which is hereby acknowledged, each Grantor hereby agrees with the Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges, collaterally assigns, and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following: (i) all letters patent of the United

States and Canada, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto (ii) all applications for letters patent of the United States and Canada and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto and to the extent included under applicable law, for each of (i) and (ii), the right to make, use and/or sell the inventions disclosed or claimed therein, (iii) all inventions, designs, technology and processes, and (iv) all rights to obtain any reissues or extensions of the foregoing (collectively, the "Patent Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include or the security interest granted under this Section 2 attach to (i) any rights or property acquired under or in connection with a lease, license, contract, property right or agreement (or any of its rights or interests thereunder) solely if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) or any other applicable law, constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, provided that, immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; provided further that the proceeds therefrom shall not be excluded from the definition of Patent Collateral to the extent that the assignment of such proceeds is not prohibited, (ii) any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of such Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not yet been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) and (1)(d), to the extent that granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application, and (iii) any of the outstanding capital stock of a Foreign Subsidiary (to the extent such capital stock is pledged hereunder to secure the obligations of US Loan Parties) in excess of 66% of the voting power of all classes of capital stock of such Foreign Subsidiary entitled to vote.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 7. The Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the US Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement or any other Loan Document and the exercise of any right or remedy by the US Collateral Agent or any Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the US Collateral Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and until the Discharge of ABL Obligations and the Discharge of Exit Term Obligations, (i) no Grantor shall be required hereunder to take any action that is inconsistent with such Grantor's obligations under the Exit Facility Loan Documents and (ii) any obligation of any Grantor hereunder with respect to the delivery or control of any Collateral, the novation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be deemed to be satisfied if such Grantor complies with the requirements of the similar provision of the applicable Exit Facility Loan Document. Until the Discharge of ABL Obligations and the Discharge of Exit Term Obligations, the US Collateral Agent may not require any Grantor to take any action with respect to the creation, perfection or priority of its security interest in any Collateral, whether pursuant to the express terms hereof or pursuant to the further assurances provisions hereof, unless the Exit Facility Collateral Agents shall have required such Grantor to take similar action pursuant to the terms of the Intercreditor Agreement, and delivery of any Collateral to the Applicable Exit Facility Collateral Agent pursuant to the Exit Facility Loan Documents and the Intercreditor Agreement shall satisfy any delivery requirement hereunder.

IN WITNESS WHEREOF, each Grantor, the US Collateral Agent and Administrative Agent have executed this Grant of Security Interest in Patents as of the date first above written.

Mark IV IVHS, Inc.

By: ER Steele
Name: Edward R. Steele
Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

Luminator Holding L.P.

By: ER Steele
Name: Edward R. Steele
Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

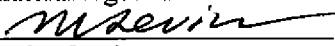
NRD, LLC

By: ER Steele
Name: Edward R. Steele
Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

Dayco Products, LLC

By: ER Steele
Name: Edward R. Steele
Title: Vice President, Secretary,
Treasurer and Chief Tax Officer

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent and Administrative Agent

By: 

Name: Marina Levin

Title: Executive Director

Date:

Schedule A

1.a. U.S. Patents and Patent Applications of Mark IV IVHS, Inc.

Title	App./Pat. No.
Patch Antenna	7427957
Electronic Toll Collection System With Multi-Beam Antennas	12/117902
Vehicle Lane Discrimination in an Electronic Toll Collection system	12/357,898
Real Time Vehicle Position Determination Using Communications With Variable Latency	12/398,808
High Occupancy Vehicle Status Signaling Using Electronic Toll Collection Infrastructure	12/421,404
Adaptive Communication in an electronic toll collection system	61/161,859
Rfid-Based System And Method For Drive-Through Ordering And Payment	12/044,783

1.b. Canadian Patents and Patent Applications of Mark IV IVHS, Inc.

Title	App./Pat. No.
Patch Antenna	2621886

2.a U.S. Patents and Patent Applications of Luminator Holding L.P.

Title	App./Pat. No.
Infrared filter system for fluorescent lighting	6,741,024
Infrared filter system for fluorescent lighting	6,515,413
LED lighting system	7,148,632
Apparatus for establishing substantially uniform distribution of light	7,061,690
Infrared filter system for fluorescent lighting	7,452,104
Display device with rail support	7,231,734
Display device with rail support	7,131,226
LED lighting system	7,067,995
Method of installing an electronic display device on a vehicle	7,191,506
Method and System for Bus Lighting	60/927,218
Fluorescent lamp socket	5,261,831*
Lamp circuit with filament current fault monitoring means	5,623,184*
Infrared filter system for fluorescent lighting	12/248,611

* Title in the process of being updated to Luminator Holding L.P.

2.b. Canadian Patents and Patent Applications of Luminator Holding L.P.

Title	App./Pat. No.
Display Device with Rail Support	2526009

3. U.S. Patents and Patent Applications of NRD, LLC

Title	App./Pat. No.
Ionized air blower	11/331,294

4.a. U.S. Patents and Patent Applications of Dayco Products, LLC

Title	App./Pat. No.
Belt tensioner for a power transmission belt system	6,575,860
Low modulus belt for automotive applications	6,832,968
Idler pulley with integral bearing carrier insert and method	7,297,081
Belt tensioner with integral damping	7,186,196
Unidirectional motion asymmetric damped tensioner	6,863,631
Momentary engagement and disengagement of automotive air conditioner clutch	6,640,563
Hydraulic asymmetric damped belt tensioner	6,884,194
Adaptive belt tensioner system for control of reversible torque load pulley	6,689,001
Belt tensioner with pivot bushing	6,682,452
Belt tensioner having an automatically adjustable travel stop	7,163,478
Hydraulic asymmetric damped belt tensioner	7,118,504
Tool for installation and removal of power transmission belts	6,692,391
Active vibrational damper	7,584,685
Elastomer composition for power transmission belt tooth facing	7,025,699
Low modulus belt for automotive applications	7,335,122
Magnetorheological fluid V-ribbed belt tensioner with through shaft	7,354,363
Pulley assembly for maintaining constant position of a bearing outer race relative to a pulley, and method	11/238,212
Profiled tip power transmission belt	10/636,788
One-way clutched damper for automatic belt tensioner	7,371,199
Automotive starting system and method	7,117,836
Dual friction surface asymmetric damped tensioner	7,229,374
Torsional force linear tensioner	10/934,196
Belt tensioner	11/040,283
Extruded binary seal	7,479,316
Multilayer extruded seal and method for manufacturing such seal	12/184,398
Extruded seal having a corrugated axial surface, a method of manufacturing such seals, and a method of using such seals	7,552,520
Belt tensioner and method for making a belt-tensioner arm and a spring case	7,448,974
Belt tensioner and method for making a belt-tensioner arm and a spring case	12/208,420
Belt tensioner system	7,479,078
Molded composite pulley	11/040,284
Apparatus for indicating power transmission belt dynamics	11/110,672
Tensioner with drainhole	10/962,296
Combination dust cover and bearing retention member	11/238,961
Belt tensioner and method for assembly	7,497,794

Title	App./Pat. No.
Belt tensioner with damping member	11/171,137
One-way clutched damper for automatic belt tensioner	11/514,138
Power transmission belt	11/592,972
System and method for controlling turbulence in a combustion engine	11/866,019
Belt construction and method of making the same	5,643,378
Adhesive composition and method for adhering textiles to EPDM rubber	6,860,962
Single inertia bending damper	10/802,104
One-way clutched damper for automatic belt tensioner	11/514,135
Belt tensioner utilizing asymmetric motion control	11/284,809
One-way clutch damper for automatic belt tensioner	11/514,136
Adhesive composition for adhering textiles to EPDM rubber	7,256,235
Belt tensioner and method of making the same	4,971,589
Belt tensioner, components therefor and methods of making the same	5,348,514
Tensioner for a power transmission belt and method of making the same	5,083,984
Belt construction, the combination of the belt construction and a pulley and methods of making the same	5,308,291
Belt construction, the combination of the belt construction and a pulley and methods of making the same	5,273,496
Belt tensioning system, belt tensioner therefor and methods of making the same	5,190,502
Branched hose construction, hose unit therefor and methods of making the same	5,415,825
Belt tensioning system and method of making	5,277,667
Endless power transmission belt construction, cord therefor and methods of making the same	5,425,681
Branched hose construction, part therefor and methods of making the same	5,573,283
Endless power transmission belt construction, cord therefor and methods of making the same	5,802,839
Belt tensioner with flexible armplate	6,206,797
Belt tensioner assembly with unidirectional damping	6,231,465
Belt tensioner with increased bushing surface	6,217,470
Plastic abrasion-resistant protective sleeve for hose	5,277,227
Method of making a toothed belt construction with an endless preformed fabric sleeve	5,176,867
Method of making a preformed fabric liner which lines a toothed belt construction	5,292,474
Belt tensioner and method of making the same	5,015,217
Method of making a plurality of toothed belt constructions	5,427,728
Tensioner for a power transmission belt and method of making the same	5,129,864
Tensioner for a power transmission belt and method of making the same	5,169,368
Tensioner for a power transmission belt and method of making the same	5,205,792
Belt construction, the combination of the belt construction and a pulley and methods of making the same	5,334,107
Belt construction the combination of the belt construction and a pulley and methods of making the same	5,447,476
Belt construction, the combination of the belt construction and a pulley and methods of making the same	5,507,699
Belt tensioning system, belt tensioner therefor and methods of making the same	5,254,048

Title	App./Pat. No.
Belt tensioning system, belt tensioner therefor and method of making the same	5,334,110
Toothed belts formed mainly of thermoplastic material and method of making	5,392,831
Method of making toothed belts formed mainly of thermoplastic material	5,534,217
Belt construction	5,458,710
Belt construction and combination with a pulley	5,518,460
Belt tensioning system and method of making	5,342,249
Endless power transmission belt construction, cord therefor and methods of making the same	5,505,667
Adhesion between ACSM and CSM to RFL-treated polyester cord	5,807,634
Endless power transmission belt	6,827,660
Idler pulley with integral bearing carrier insert and method	11/933,688
Process of curing a flexible hose	5,194,208
Tensioner for a power transmission belt and method of making the same	5,803,850
Active Vibrational Damper	12/507,955
Assembly And Method For Controlling An Air Intake Runner	12/206,941
Pulley With Torque-Sensing Clutching	12/112,393
Dual Output Flow Control Actuator	12/206,959
Engine Air Intake Manifold Having A Shell	12/189,370
Modular Air Intake Manifold	12/189,393
Clutched Damper For A Belt Tensioner	12/265,268
Ribbed Belt Having An Outer Surface With Improved Coefficient Of Friction	12/391,505
Uniform epaulet-coupled emergency flashlight	6,015,217
Belt construction method	5,267,908
Pulley Alignment System	12/604037

4.b. Canadian Patents and Patent Applications of Dayco Products, LLC

Title	App./Pat. No.
Belt Construction Method	2134109
Endless Power Transmission Belt	(2434383)
Belt Tensioner For A Power Transmission Belt System	(2434653)
Endless Power Transmission Belt Construction, Cord Therefor And Methods Of Making The Same	2201465
Belt Construction, The Combination Of The Belt Construction And A Pulley And Methods Of Making The Same	2103444
Adaptive Belt Tensioner System For Control Of Reversible Torque Load Pulley	(2469826)
Adhesive Composition And Method For Adhering Textiles To Epdm Rubber	(2477685)
Belt Tensioner With Pivot Bushing	(2474503)
Belt Tensioner With Integral Damping	(2492025)
Belt Tensioner With Damping Member	(2612470)
Torsional Force Linear Tensioner	(2579054)
Belt Tensioner Having An Automatically Adjustable Travel Stop	(2522987)
Belt Tensioner And Method For Making A Belt-Tensioner Arm And A Spring Case	(2586279)
Profiled Tip Power Transmission Belt	(2533366)
Apparatus For Indicating Power Transmission Belt Dynamics	(2605627)
Branched Hose Construction, Hose Unit Therefor And Methods Of Making The Same	2134854
Belt Tensioner And Method For Assembly	(2631357)

Belt Tensioner	(2595515)
Low Modulus Belt For Automotive Applications	2445777
Belt Tensioner With Flexible Armplate	2311267