

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Mesh Company, LLC	03/30/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	135 South LaSalle Street
Internal Address:	Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6186920
Patent Number:	6287229
Patent Number:	6623392
CORRESPONDENCE DATA	
Fax Number:	(312)782-8585
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-782-3939
Email:	druckle@jonesday.com
Correspondent Name:	Danielle Ruckle
Address Line 1:	77 W Wacker Drive
Address Line 2:	Jones Day
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	739326-605012
NAME OF SUBMITTER:	Danielle Ruckle

CH \$120.00 6186920

501134309

PATENT
REEL: 024160 FRAME: 0120

Total Attachments: 4

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**Grant of Security Interest
in United States Patents**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Mesh Company, LLC, an Arkansas limited liability company (the “Grantor”), having its chief executive office at 6101 Phoenix Avenue #2, Fort Smith, AR 72903, hereby grants to Bank of America, N.A., as Agent, (the “Grantee”), with offices at 135 South LaSalle Street, Suite 425 Chicago, Illinois 60603, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each patent and patent application referred to on Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any patent, including any patent listed on Schedule A hereto.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement among the Grantor, the Grantee and certain other parties dated as of March 30, 2010, as amended, modified or supplemented from time to time (the “Pledge and Security Agreement”).

THE RIGHTS and remedies of the Grantee with respect to the security interest granted herein are those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

THIS GRANT and any lien created herein is subject to the lien priority and other provisions set forth in that certain Intercreditor Agreement dated as of March 30, 2010 among Bank of America, N.A., as ABL Agent for the ABL Secured Parties, each term as defined therein and Bank of America, N.A., as Term Agent for the Term Secured Parties, each term as defined therein, HHI Intermediate Group Holdings, LLC, HHI Holdings, LLC and certain subsidiaries of HHI Intermediate Group Holdings, LLC from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the ____ day of March, 2010.

THE MESH COMPANY, LLC, as Grantor

By: Cloyes Gear and Products, Inc., its Sole
Member

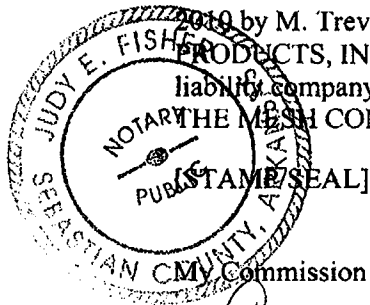
By: [Signature]
Name: M. Trevor Myers
Title: President and Chief Executive
Officer

BANK OF AMERICA, N.A., as Agent, as
Grantee

By: _____
Name: Brian S. Kundich
Title: Senior Vice President

STATE OF Arkansas
County of Sebastian

The foregoing instrument was acknowledged before me this ____ day of March,
2010 by M. Trevor Myers as President and Chief Executive Officer of CLOYES GEAR AND
PRODUCTS, INC., the sole member of THE MESH COMPANY, LLC, an Arkansas limited
liability company, on behalf of CLOYES GEAR AND PRODUCTS, INC. as the sole member of
THE MESH COMPANY, LLC.



[Signature]
Notary Public

My Commission Expires:
9-1-10

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the _____ day of March, 2010.

THE MESH COMPANY, LLC, as Grantor

By: Cloyes Gear and Products, Inc., its Sole
Member

By: _____
Name: M. Trevor Myers
Title: President and Chief Executive
Officer

BANK OF AMERICA, N.A., as Agent, as
Grantee

By: Brian S. Kundich
Name: Brian S. Kundich
Title: Senior Vice President

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of March,
2010 by M. Trevor Myers as President and Chief Executive Officer of CLOYES GEAR AND
PRODUCTS, INC., the sole member of THE MESH COMPANY, LLC, an Arkansas limited
liability company, on behalf of CLOYES GEAR AND PRODUCTS, INC. as the sole member of
THE MESH COMPANY, LLC.

[STAMP/SEAL]

Notary Public

My Commission Expires:

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Application Date	Issue Title	Country	Patent Holder
6,186,920	2/9/1999	Short Pitch Tooth Chain	US	The Mesh Company, LLC
6,287,229	12/21/2000	Short Pitch Tooth Chain	US	The Mesh Company, LLC
6,623,392	9/7/2001	Short Pitch Tooth Chain	US	The Mesh Company, LLC