

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Remy International, Inc.	12/17/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	214 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7808148
Application Number:	11303321
Application Number:	12164106
Application Number:	11972115
Application Number:	11801204
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 S. Hope Street
Address Line 2:	O'Melveny & Myers LLP
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	(019,368-1223 BOFA/REMY)
NAME OF SUBMITTER:	Gina M. Durham

CH \$200.00 7808148

501385089

PATENT
REEL: 025527 FRAME: 0248

Total Attachments: 4

source=(P-Grant) (Remy Int'l)#page1.tif

source=(P-Grant) (Remy Int'l)#page2.tif

source=(P-Grant) (Remy Int'l)#page3.tif

source=(P-Grant) (Remy Int'l)#page4.tif

GRANT OF PATENT SECURITY INTEREST

This GRANT OF PATENT SECURITY INTEREST (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Grant of Patent Security Interest") is made by Remy International, Inc., a Delaware corporation ("Grantor"), dated December 17, 2010, in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties.

WHEREAS, pursuant to the Term B Loan Credit Agreement, dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Remy International, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto and Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), Lenders desire to make or have made certain Term B loans to the Company, subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, certain intellectual property of Grantor, including the Patent Collateral (as defined below); and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed as a condition thereof to execute this Grant of Patent Security Interest for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, the Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

- (a) all patents and patent applications set forth on Schedule A hereto;
- (b) all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (c) all rights (but not obligations) corresponding to the foregoing to sue for past, present and future infringements;

(d) all proceeds, products, rents, profits from and other payments now or hereafter due and payable with respect to, any and all of the foregoing. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Security for Obligations. The grant of a security interest in the Patent Collateral by Grantor under this Grant of Patent Security Interest secures the payment of all the Secured Obligations. Without limiting the generality of the foregoing, this Grant of Patent Security Interest secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Administrative Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
3. Recordation. Each Grantor authorizes and request that the Commissioner for Patents and any other applicable government authority file and record this Grant of Patent Security Interest.
4. Rights and Remedies. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
5. Governing Law. This Grant of Patent Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

REMY INTERNATIONAL, INC.

By: Fred Knechtel
Name: Fred Knechtel
Title: SVP, CFO, Corp Treasurer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patents Issued:

OWNER	REGISTRATION NUMBER	DESCRIPTION	<u>Issue Dates</u>
Remy International, Inc.	7,808,148	STATOR WINDING ASSEMBLY AND METHOD	5-Oct-10

U.S. Patents Pending:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Remy International, Inc.	11/303,321	Motor vehicle charging system with remote temperature compensation
Remy International, Inc.	12/164,106	STARTER MOTOR SOLENOID WITH VIBRATION RESISTENT FEATURES
Remy International, Inc.	11/972,115	Stator winding having same radial positions
Remy International, Inc.	11/801,204	Torque Limiter for Engine Starter

LA1:1201646.4
LA1:1202177.1

RECORDED: 12/20/2010

**PATENT
REEL: 025527 FRAME: 0253**