# PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | Amended and Restated Assignment for Security |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|---|
| Dymas Funding Company, LLC, as Administrative Agent | 12/23/2010 |
| MCG Capital Corporation, as Collateral Agent | 12/23/2010 |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Chase Capital Corporation, as Collateral Agent |
| Street Address: | 10 S. Dearborn Street, Mailcode: IL1-0548 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|---|---|
| Patent Number: | 6576170 |
| Patent Number: | 7047626 |
| Patent Number: | 6933333 |

OP $120.00 6576170

CORRESPONDENCE DATA

Fax Number: (312)863-7865
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
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Address Line 4: Chicago, ILLINOIS 60603

| ATTORNEY DOCKET NUMBER: | 1075.185 |
|---|---|
| NAME OF SUBMITTER: | Sharon Patterson |

**Total Attachments: 3**
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**AMENDED AND RESTATED**
**ASSIGNMENT FOR SECURITY**

**PATENTS**

December 23, 2010

WHEREAS, Bulk Molding Compounds, Inc. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Third Amended and Restated Security Agreement, dated December 23, 2010 (the "Security Agreement"), in favor of Chase Capital Corporation, in its capacity as Collateral Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, Assignor previously entered into (i) that certain Assignment for Security – Patents, dated as of May 2, 2008, in favor of Assignee (as successor in interest to Dymas Funding Company, LLC, in its capacity as Administrative Agent) and (ii) that certain Assignment for Security – Patents, dated as of May 2, 2008, in favor of Assignee (as successor in interest to MCG Capital Corporation, in its capacity as Collateral Agent) (collectively, the "Original Assignments for Security");

WHEREAS, Assignor desires to amend and restate the Original Assignments for Security in their entirety under this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.



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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

BULK MOLDING COMPOUNDS, INC.

By:

Name: Matthew D. McDonald

Title: Vice President



**PATENT**
**REEL: 025575 FRAME: 0058**

## SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

### Patent and Patent Applications Owned by Bulk Molding Compounds, Inc.

1. United States Patent No. 6,576,170 B1 for Gas-Assisted Injection Molding of Thermosetting Polymers dated June 10, 2003 naming BMCI as Assignee.

2. United States Patent No. 7,047,626 B2 for Encapsulated Electronically Resistive Heater dated May 23, 2006 naming BMCI as Assignee.

3. United States Patent No. 6,933,333 B2 for Conductive Adhesive Sealant for Bipolar Fuel Cell Separator Plate Assemblies dated August 23, 2005 naming BMCI as Assignee.

4. French Patent No. 97 12 807; PCT/FR 98/02194 for Bulk Molding Compound Composite Material and Method for the Manufacture of the Material dated October 14, 1997.

5. Exclusive Patent License Agreement No. 01-41-01146 by and between the Regents of the University of California and BMCI dated September 18, 2001 relating to the license of United States Patent No. 6,248,467 B1 for Composite Bipolar Plate for Electrochemical Cells dated June 19, 2001 naming the Regents of the University of California, Los Alamos, NM (US) as assignee.