

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Cloyes Gear and Products, Inc.	03/17/2011

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: 7

Property Type	Number
Patent Number:	7789783
Application Number:	11541210
Application Number:	12939437
Application Number:	12151944
Application Number:	12621001
Application Number:	61321245
Application Number:	61372088

CORRESPONDENCE DATA

Fax Number: (312)782-8585
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-782-3939
 Email: dolivotto@jonesday.com
 Correspondent Name: Danielle R. Olivotto
 Address Line 1: 77 W Wacker Drive
 Address Line 2: Jones Day

CH \$280.00 7789783

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

739326-605012

NAME OF SUBMITTER:

Danielle R. Olivotto

Total Attachments: 5

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Cloyes Gear and Products, Inc., an Ohio corporation (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;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each trademark, trademark registration and trademark application referred to in Schedule B hereto; and

(iii) 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, or past, present or future infringement or dilution of any trademark or trademark registration, including any patent or trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark application.

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 by that certain Amendment No. 1 to Intercreditor Agreement dated as of March 21, 2011, and, as further 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, 2011.

CLOYES GEAR AND PRODUCTS, INC., as Grantor

By: [Signature]

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

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

By: _____

Name:
Title:

STATE OF Arkansas
County OF Sebastian

The foregoing instrument was acknowledged before me this 17th day of March, 2011 by M. Trevor Myers as President and Chief Executive Officer of CLOYES GEAR AND PRODUCTS, INC., and Ohio corporation, on behalf of CLOYES GEAR AND PRODUCTS, INC.

JUDY E. FISHER
Notary Public, State of Arkansas
County of Sebastian
My Commission Expires August 16, 2020
Commission # 12379874

[Signature]
Notary Public

My Commission Expires:

8-16-20

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of March, 2011.

CLOYES GEAR AND PRODUCTS, INC., as
Grantor

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

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

By: Stella G. Smith
Name: STELLA SMITH
Title: VP

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of March, 2011 by M. Trevor Myers as President and Chief Executive Officer of CLOYES GEAR AND PRODUCTS, INC., and Ohio corporation, on behalf of CLOYES GEAR AND PRODUCTS, INC.

[STAMP/SEAL]

Notary Public

My Commission Expires:

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Application Date	Issue Title	Country	Patent Holder
7,789,783	9/16/2005	Inverted Tooth Chain System with Inside Flank Engagement	US	Cloyes Gear and Products, INC.
11541,210	09/29/06	Roller Chain Sprocket Having an Improved Tooth Form and Metal Cushion	US	Cloyes Gear and Products, INC.
12/939,437	11/04/2010	Adjustable Camshaft Sprocket Assembly and Tool for Same	US	Cloyes Gear and Products, INC.
12/151,944	05/09/2008	Inverted Tooth Chain Sprocket with Frequency Modulated Meshing	US	Cloyes Gear and Products, INC.
12/621,001	-	Blade Tensioner with Captured Spring	US	Cloyes Gear and Products, INC.
61/321,245	-	Inverted Tooth Chain Sprocket with Frequency Modulated Meshing Features	US	Cloyes Gear and Products, INC.
61/372,088	-	Blade Tensioner with Spring Retaining Features	US	Cloyes Gear and Products, INC.

TRADEMARKS

None.