

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
Toledo Molding & Die, Inc.	11/14/2011
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association, as Agent
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7793894
Application Number:	12942747
CORRESPONDENCE DATA	
Fax Number:	(215)557-2049
Phone:	(215) 988-6991
Email:	tarbox@blankrome.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Olivia H. Tarbox, Paralegal
Address Line 1:	Blank Rome LLP
Address Line 2:	One Logan Square - 8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998
ATTORNEY DOCKET NUMBER:	074658-01853
NAME OF SUBMITTER:	Olivia H. Tarbox
Total Attachments: 7	

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 14th day of November, 2011 by **TOLEDO MOLDING & DIE, INC.**, a Delaware corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("**PNC**"), in its capacity as administrative agent for the Lenders ("Agent").

WITNESSETH

WHEREAS, Grantor, TMD Holdings, LLC, TMD Sales Company, Inc. and Cockpit Assemblies LLC (collectively, with any other person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the
date first written above.

TOLEDO MOLDING & DIE, INC.

By: William R. Hylan
Name: William Hylan
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Raymond Temple, Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY
AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TOLEDO MOLDING & DIE, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Raymond Temple
Raymond Temple, Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY
AGREEMENT]

SCHEDULE 1

Trademarks

None.

Patents

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>	<u>Owner</u>
7,793,894B1	USA	10/5/2005	7/15/2029	Retaining System	Grantor
12/942,747	USA	Pending	N/A	Environmentally Resistant Acoustic Membrane	Grantor

POWER OF ATTORNEY

Dated: November 14, 2011

TOLEDO MOLDING & DIE, INC., a Delaware corporation (the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Grantor, certain affiliates of Grantor (collectively with Grantor, the "Borrowers" and each a "Borrower") dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Administrative Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

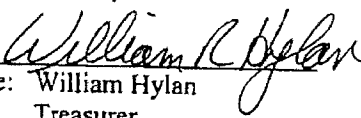
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the
date stated above.

TOLEDO MOLDING & DIE, INC.

By:



Name: William Hylan

Title: Treasurer

[SIGNATURE PAGE TO POWER OF ATTORNEY]