

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - PATENTS																												
CONVEYING PARTY DATA																													
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<table border="1"> <tr> <td>Name:</td> <td>Cerberus Business Finance, LLC, as collateral agent</td> </tr> <tr> <td>Street Address:</td> <td>299 Park Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>22nd Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10171</td> </tr> </table>		Name:	Cerberus Business Finance, LLC, as collateral agent	Street Address:	299 Park Avenue	Internal Address:	22nd Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10171																
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PATENT

Patent Number:	6979256
Patent Number:	7025668
Patent Number:	7037184
Patent Number:	7320391
Patent Number:	7354638
Patent Number:	7708863

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1292
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NAME OF SUBMITTER:	Scott Kareff (014951-1292)
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Total Attachments: 6

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of March 2, 2012, by Steel Parts Manufacturing, Inc., a Delaware corporation ("Steel Parts"), Raybestos Powertrain LLC, a Delaware limited liability company ("Raybestos") and Friction Products Company, LLC, a Delaware limited liability company, ("Friction Products") together with Steel Parts and Raybestos, each a "Grantor" and collectively the "Grantors", in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Agent").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 2, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor 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 Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent and grant to the Agent for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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.

This Patent Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

GRANTORS:

STEEL PARTS MANUFACTURING, INC., as a
Borrower

By: 

Name: Steve Crain
Title: President

RAYBESTOS POWERTRAIN, LLC, as a
Borrower

By: _____

Name: Justin Hillenbrand
Title: President

FRICTION PRODUCTS COMPANY, LLC, as a
Borrower

By: _____

Name: Justin Hillenbrand
Title: President

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By: _____
Name: Justin Hillenbrand
Title: President

FRICITION PRODUCTS COMPANY, LLC, as a
Borrower

By: _____
Name: Justin Hillenbrand
Title: President

Schedule A

Patent Registrations and Applications

I.PATENTS (ISSUED):

Patent #	Title	Owner
5454454	POLYGONAL FRICTION DISK AND METHOD	Friction Products Company, LLC
6311815	Textured Separator Plate And Method Of Making	Steel Parts Manufacturing, Inc
5776288	METHOD AND APPARATUS FOR LINED CLUTCH PLATE	Friction Products Company, LLC
6019205	METHOD AND APPARATUS FOR LINED CLUTCH PLATE	Friction Products Company, LLC
6035991	BLOCKED SLOT CLUTCH PLATE LINING	Friction Products Company, LLC
6484853	SINGLE SIDED FRICTION ASSEMBLY HAVING IMPROVEMENTS FOR COMPENSATING THERMAL DISTORTIONS IN THE ASSEMBLY	Friction Products Company, LLC
6830798	CONTINUOUS YARN LAID WET FRICTION MATERIAL	Friction Products Company, LLC
6852020	POLISHING PAD FOR USE IN CHEMICAL - MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME	Raybestos Powertrain, LLC
6863774	POLISHING PAD FOR USE IN CHEMICAL - MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME	Raybestos Powertrain, LLC
6875077	POLISHING PAD FOR USE IN CHEMICAL/MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS HAVING A TRANSPARENT WINDOW FOR END-POINT DETERMINATION AND METHOD OF MAKING	Raybestos Powertrain, LLC
6899610	RETAINING RING WITH WEAR PAD FOR USE IN CHEMICAL MECHANICAL PLANARIZATION	Raybestos Powertrain, LLC
6945846	POLISHING PAD FOR USE IN CHEMICAL/MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS HAVING A TRANSPARENT WINDOW FOR END-POINT DETERMINATION AND METHOD OF MAKING	Raybestos Powertrain, LLC
6964601	METHOD FOR SECURING A POLISHING PAD TO A PLATEN FOR USE IN CHEMICAL-MECHANICAL POLISHING OF WAFERS	Raybestos Powertrain, LLC
6979256	RETAINING RING WITH WEAR PAD FOR USE IN CHEMICAL MECHANICAL PLANARIZATION	Raybestos Powertrain, LLC
7025668	GRADIENT POLISHING PAD MADE FROM PAPER-MAKING FIBERS FOR USE IN CHEMICAL/MECHANICAL PLANARIZATION OF WAFERS	Raybestos Powertrain, LLC
7037184	POLISHING PAD FOR USE IN CHEMICAL-MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME	Raybestos Powertrain, LLC

Patent #	Title	Owner
7320391	ALTERNATIVE PACK DESIGNS FOR MULTIDISK CLUTCHES	Friction Products Company, LLC
7354638	POROUS WET FRICTION MATERIAL UTILIZING A COMPLIANT EPOXIDE RESIN BINDER SYSTEM	Friction Products Company, LLC
7708863	PROCESS FOR MOLDING A FRICTION WAFER	Friction Products Company, LLC

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