

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																								
CONVEYING PARTY DATA																									
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<table border="1"> <tr> <td>Name:</td> <td>Citibank, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>1615 Brett Road</td> </tr> <tr> <td>City:</td> <td>New Castle</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19720</td> </tr> </table>		Name:	Citibank, N.A.	Street Address:	1615 Brett Road	City:	New Castle	State/Country:	DELAWARE	Postal Code:	19720														
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PATENT

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Phone: (212) 310-8000
Email: Justin.D.Lee@weil.com

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Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	77571.0014/JUSTIN D. LEE
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NAME OF SUBMITTER:	Justin D. Lee
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Total Attachments: 6
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**SUPPLEMENTARY PATENT SECURITY AGREEMENT
(Patents, Patent Applications and Material Patent Licenses)**

WHEREAS, TI Group Automotive Systems, L.L.C., a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is an exclusive licensee with respect to, the Patent Collateral (as defined below);

WHEREAS, TI Group Automotive Systems, L.L.C. (the “**Borrower**”), TI Automotive Limited, TI Automotive Canada, Inc., TI Automotive, L.L.C., Hanil, USA L.L.C., TI Group Automotive Systems S de R.L. de C.V., the other guarantors and lenders party thereto, Citibank, N.A. (“**Citi**”), as administrative agent, and the other agents party thereto are parties to an Amended and Restated Revolving Credit and Guaranty Agreement dated as of March 14, 2012 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, this Agreement is supplementary to that certain Patent Security Agreement dated as of August 25, 2010, among the Grantor and Citi;

WHEREAS, pursuant to (i) an ABL Collateral Agreement, dated as of August 25, 2010 (as amended and/or supplemented from time to time, the “**Collateral Agreement**”) among, *inter alia*, the Borrower, the other Grantors party thereto and Citi, as administrative agent (“**Administrative Agent**”) for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Patent Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Material Patent License (as defined in the Collateral Agreement), including, without limitation, each Material Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Material Patent License (including, without limitation, any Material Patent License identified in Schedule 1 hereto);

provided, however, that the Patent Collateral shall not include any Excluded Property.

Except to the extent expressly permitted in the Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.


The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Reference is made to the Intercreditor Agreement (as defined in the Credit Agreement). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Patent Security Agreement, the provisions of the Intercreditor Agreement shall control.

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

TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.,
as Grantor

By: _____


Name: Timothy M. Guerriero
Title: Secretary

[PATENT SECURITY AGREEMENT]

Acknowledged:

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: *Shane Arzoo*
Title: *Vice President*

[PATENT SECURITY AGREEMENT]

PATENT
REEL: 027866 FRAME: 0006

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

US PATENT APPLICATIONS

TITLE	APPLICATION #	FILED	OWNER
VERIFICATION PIN	12/950145	11/19/2010	TI GROUP AUTOMOTIVE SYSTEMS LLC
POSITIVE DISPLACEMENT FLUID PUMP	61/449013	3/3/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
TI LOC LIQUID PRESSURE SENSOR	61/470838	4/1/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
SCR FLUID DISTRIBUTION AND CIRCULATION SYSTEM	61/502470	6/29/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
FLUID LEVEL SENSOR	61/503308	6/30/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
FLUID DISTRIBUTION SYSTEM WITH FILTRATION	61/521109	8/8/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
ELECTRIC MOTOR DRIVEN LIQUID PUMP AND BRUSH FOR SAME	61/526416	8/23/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
IN-TANK EVAPORATIVE EMISSION CONTROL SYSTEM	61/533330	9/12/2011	TI GROUP AUTOMOTIVE SYSTEMS LLC
FLUID DISTRIBUTION MANIFOLD	61/594106	1/26/2012	TI GROUP AUTOMOTIVE SYSTEMS LLC
IMPELLER AND FLUID PUMP	13/360206	1/27/2012	TI GROUP AUTOMOTIVE SYSTEMS LLC
FUEL PUMP ASSEMBLY	13/360294	1/27/2012	TI GROUP AUTOMOTIVE SYSTEMS LLC

CANADIAN PATENT APPLICATIONS

TITLE	ISSUE #	FILED	OWNER
COUPLING ASSEMBLIES FOR PROVIDING FLUID CONNECTION	2310179	2009-03-24	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.