

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
SCHRADER-BRIDGEPORT INTERNATIONAL, INC.	04/27/2012
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	12590696
Patent Number:	7444860
Patent Number:	6273397
Patent Number:	7114344
Patent Number:	6354100
Application Number:	10155845
Patent Number:	5769465
Patent Number:	6708716
Patent Number:	6401693
Patent Number:	6068022
Application Number:	13034962
Patent Number:	5582202
Patent Number:	5113900
Patent Number:	5294092
Application Number:	29349478

Application Number:	29349482
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Application Number:	12803699
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CORRESPONDENCE DATA

Fax Number: (212)822-5096

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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: Milbank, Tweed, Hadley & McCloy LLP

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Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28804.08200
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NAME OF SUBMITTER:	Nathaniel T. Browand
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Total Attachments: 14

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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SCHRADER-BRIDGEPORT INTERNATIONAL, INC., SCHRADER ELECTRONICS, INC., and SCHRADER ELECTRONICS LIMITED (each, a “Grantor” and, together with any other entity that becomes a grantor hereunder, the “Grantors”), hereby grants to BARCLAYS BANK PLC, as Collateral Agent, with principal offices at 745 Seventh Avenue, New York, New York 10019 (the “Grantee”), a continuing security interest in (i) all of the Grantors’ rights, title and interest in, to and under all of Grantors’ United States patents and patent applications (the “Patents”), including those set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all rights to past, present or future proceeds and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

THIS GRANT is made to secure the payment of all the Secured Obligations of the Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 27, 2012 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrowers and the Collateral Agent. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

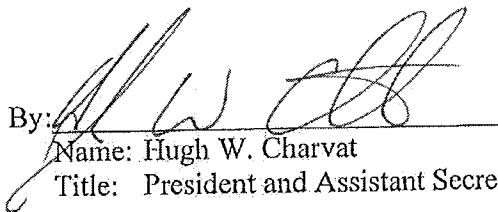
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND EACH OTHER SECURED PARTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO AND EACH OTHER SECURED PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO AND EACH OTHER SECURED PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER

LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE
PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 27th day of April, 2012.

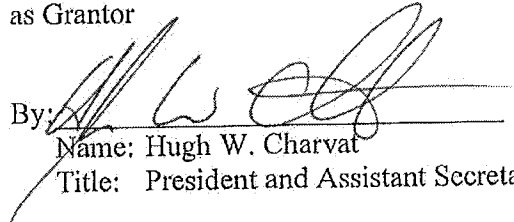
SCHRADER-BRIDGEPORT
INTERNATIONAL, INC.,
as Grantor

By: 

Name: Hugh W. Charvat

Title: President and Assistant Secretary

SCHRADER ELECTRONICS, INC.,
as Grantor

By: 

Name: Hugh W. Charvat

Title: President and Assistant Secretary

SCHRADER ELECTRONICS LIMITED,
as Grantor

By: _____

Name: Thomas David Stephen McClelland

Title: Director

[Signature Page to First Lien Patent Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 27th day of April, 2012.

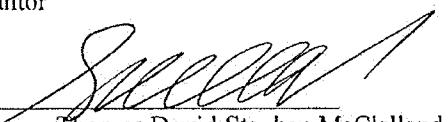
SCHRADER-BRIDGEPORT
INTERNATIONAL, INC.,
as Grantor

By: _____
Name: Hugh W. Charvat
Title: President and Assistant Secretary

SCHRADER ELECTRONICS, INC.,
as Grantor

By: _____
Name: Hugh W. Charvat
Title: President and Assistant Secretary

SCHRADER ELECTRONICS LIMITED,
as Grantor

By:  _____
Name: Thomas David Stephen McClelland
Title: Director

[Signature Page to First Lien Patent Security Agreement]

BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By: 
Name: Michael J. Mozer
Title: Vice President

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

PRESSURE REGULATOR VALVE SEALS, SYSTEMS AND METHODS	US	12/590696 11/12/2009		Schrader-Bridgeport International Inc.
TIRE SENSOR GROMMET TOOL AND METHOD	US	11/975706 10/19/2007	7444860 11/4/2008	Schrader-Bridgeport International Inc.
AIR CONDITIONER ACCESS AND SERVICE FITTINGS	US	09/472260 12/27/1999	6273397 8/14/2001	Schrader-Bridgeport International Inc.
AIR CONDITIONER ACCESS AND SERVICE FITTINGS	US	10/615,509 7/7/203	7114344 10/3/2006	Schrader-Bridgeport International Inc.
AIR CONDITIONER CHARGE VALVE	US	09/761028 1/16/2001	6354100 3/12/2002	Schrader-Bridgeport International Inc.
COMBINATION THERMAL AND PRESSURE RELIEF VALVE	US	10/155845 5/24/2002		Schrader-Bridgeport International, Inc.
SYSTEM FOR CONNECTING A HOUSING TO A TUBE	US	08/685333 7/23/1996	5769465 6/23/1998	Schrader-Bridgeport International Inc.
VALVE ASSEMBLY	US	10/013787 12/7/2001	6708716 3/23/2005	Schrader-Bridgeport, International Inc.
PRESSURE SPIKE ATTENUATOR FOR AUTOMOTIVE FUEL INJECTION SYSTEM	US	09/654,460 9/1/2000	6401693 6/11/2002	Schrader-Bridgeport International Inc.
JET PUMP WITH IMPROVED CONTROL VALVE AND PRESSURE RELIEF VALVE THEREFORE	US	09/382846 8/25/1999	6068022 5/30/2000	Schrader-Bridgeport International Inc.
DUAL TIRE EQUALIZER HAVING REMOTE INDICATOR	US	07/941941 9/8/1992	5302939 4/12/1994	Schrader Electronics Inc.
FUEL COMPOSITION SENSING SYSTEMS AND METHODS USING EMF WAVE PROPAGATION	US	12/004443 12/18/2007	7836756 11/23/2010	Schrader Electronics Ltd.

METHOD FOR DETECTING AND CORRECTING DATA ERRORS IN AN RF DATA LINK	US	11/584244 10/20/2006	8064351 11/22/2011	Schrader Electronics Ltd.
MOTION DETECTION USING A SHOCK SENSOR IN A REMOTE TIRE PRESSURE MONITORING SYSTEM	US	10/761772 1/20/2004	7362218 4/22/2008	Schrader Electronics Inc.
LIQUID LEVEL AND COMPOSITION SENSING SYSTEMS AND METHODS USING EMF WAVE PROPAGATION	US	11/800965 5/8/2007		Schrader Electronics Ltd.
DETERMINATION OF WHEEL SENSOR POSITION USING SHOCK SENSORS AND A WIRELESS SOLUTION	US	10/761734 1/20/2004	7367227 5/6/2008	Schrader Electronics Inc.
SYSTEM AND METHOD FOR SENSING THE LEVEL AND COMPOSITION OF LIQUID IN A FUEL TANK	US	11/431912 5/10/2006	7926341 4/19/2011	Schrader Electronics Ltd.
DETERMINATION OF WHEEL SENSOR POSITION USING RADIO FREQUENCY DETECTORS IN AN AUTOMOTIVE REMOTE TIRE MONITOR SYSTEM	US	11/104699 4/13/2005	7423532 9/9/2008	Schrader Electronics Inc.
TIRE MONITOR SYSTEM HAVING TIRE VALVE ANTENNA	US	11/656152 1/22/2007	7916011 3/29/2011	Schrader Electronics Ltd.
TIRE MONITOR SYSTEM HAVING TIRE VALVE ANTENNA	US	60/761101 1/23/2006		Schrader Electronics Ltd.
TIRE PRESSURE DETECTOR HAVING REDUCED POWER CONSUMPTION MECHANISM	US	11/809241 5/31/2007	7741964 6/22/2010	Schrader Electronics Ltd.
TIRE PRESSURE SENSING DEVICES, SYSTEMS AND METHODS EMPLOYING AN ACOUSTIC AMPLIFIER	US	12/290278 10/29/2008	8072321 12/6/2011	Schrader Electronics Ltd.

LIQUID LEVEL AND QUALITY SENSING APPARATUS, SYSTEMS AND METHODS USING EMF WAVE PROPAGATION	US	12/803331 6/24/2010		Schrader Electronics Ltd.
SYSTEM AND METHOD FOR PERFORMING AUTO-LOCATION OF A WHEEL IN A VEHICLE USING WHEEL PHASE ANGLE INFORMATION	US	12/888247 9/22/2010		Schrader Electronics Ltd.
SYSTEM AND METHOD FOR PERFORMING AUTO-LOCATION OF A WHEEL IN A VEHICLE USING WHEEL PHASE ANGLE INFORMATION	US	13/222653 8/31/2011		Schrader Electronics Ltd.
DETERMINATION OF WHEEL SENSOR POSITION USING A WIRELESS SOLUTION	US	10/125043 4/18/2002	7010968 3/14/2006	Schrader Electronics Inc.
WHEEL POSITION DETERMINATION USING REVOLUTION COUNTER	US	13/034962 2/25/2011		Schrader-Bridgeport International, Inc.
POWER TRANSMISSION MONITORING AND MAINTENANCE SYSTEMS AND METHODS	US	12/803332 6/24/2010		Schrader Electronics Ltd.
TIRE PRESSURE MONITORING SYSTEM AUTO-LOCATION USING CORRELATION OF WHEEL ROTATIONAL INFORMATION	US	61/400622 7/30/2010		Schrader Electronics Ltd.
WHEEL POSITION DETERMINATION WITHIN TIRE PRESSURE MONITORING WHEEL UNITS USING LOAD INFORMATION	US	61/398112 6/21/2010		Schrader Electronics Ltd.
LOAD BASED WHEEL POSITION DETERMINATION	US	13/156460 6/9/2011		Schrader Electronics Ltd.
SNAP-IN TIRE VALVE	US	12/184389 8/1/2008	8047068 11/1/2011	Schrader Electronics Inc.
SYSTEM AND METHOD FOR TIRE PRESSURE MONITORING	US	11/458212 7/18/2006	7528706 5/5/2009	Schrader Electronics Inc.

UNIVERSAL TIRE PRESSURE MONITOR	US	10/716121 11/18/2003	7518495 4/14/2009	Schrader Electronics Inc.
TIRE MONITORING SYSTEM AND METHOD	US	11/467693 8/28/2006	7508301 3/24/2009	Schrader Electronics Inc.
ADAPTIVE DECODE STRATEGY FOR REMOTE KEYLESS ENTRY AND TIRE PRESSURE MONITORING SYSTEM	US	11/217745 9/1/2005	7414522 8/19/2008	Schrader Electronics Inc.
TIRE PRESSURE MONITORING SENSOR DIAGNOSIS VIA VEHICLE ANTITHEFT AND ENTRY SYSTEM	US	11/164430 11/22/2005	7358852 4/15/2008	Schrader Electronics Inc.
DOUBLE MOLD SHOT PULL TO SEAT UNIVERSAL TPMS SENSOR	US	11/306284 12/21/2005	7336162 2/26/2008	Schrader Electronics Inc.
ANTENNA FOR TIRE PRESSURE MONITORING WHEEL ELECTRONIC DEVICE	US	11/160370 6/21/2005	7310069 12/18/2007	Schrader Electronics Inc.
SNAP-IN GROMMET FOR A VALVE STEM ASSEMBLY	US	10/692991 10/24/2003	7086412 8/8/2006	Schrader Electronics Inc.
SNAP-IN GROMMET FOR A VALVE STEM ASSEMBLY	US	10/692984 10/24/2003	7086411 8/8/2006	Schrader Electronics Inc.
ATTACHMENT MECHANISM FOR A TIRE MONITORING SYSTEM	US	10/692872 10/24/2003	6945104 9/20/2005	Schrader Electronics Inc.
TIRE PRESSURE MONITORING SYSTEM	US	10/742490 12/19/2003	6941801 9/13/2005	Schrader Electronics Inc.
TIRE PRESSURE MONITORING AUTO LOCATION ASSEMBLY	US	10/248856 2/25/2003	6888446 5/3/2005	Schrader Electronics Inc.
SYSTEM AND METHOD FOR TIRE PRESSURE MONITORING PROVIDING AUTOMATIC TIRE LOCATION RECOGNITION	US	10/217760 8/12/2002	6788193 9/7/2004	Schrader Electronics, Inc.
SYSTEM AND METHOD FOR TIRE PRESSURE MONITORING WITH AUTOMATIC TIRE LOCATION RECOGNITION	US	10/217776 8/12/2002	6725712 4/27/2004	Schrader Electronics, Inc.

DETERMINATION OF WHEEL SENSOR POSITION USING RADIO FREQUENCY DETECTORS IN AN AUTOMOTIVE REMOTE TIRE MONITOR SYSTEM	US	10/361870 2/10/2003	6864785 3/8/2005	Schrader Electronics, Inc.
DETERMINATION OF WHEEL SENSOR POSITION USING RADIO FREQUENCY DETECTORS IN AN AUTOMOTIVE REMOTE TIRE MONITOR SYSTEM	US	10/359792 5/2/2003	6809639 10/26/2004	Schrader Electronics, Inc.
DETERMINATION OF WHEEL SENSOR POSITION USING RADIO FREQUENCY DETECTORS IN AN AUTOMOTIVE REMOTE TIRE MONITOR SYSTEM	US	09/557682 4/25/2000	6518876 2/11/2003	Schrader Electronics Inc.
DETERMINATION OF WHEEL SENSOR POSITION USING RADIO FREQUENCY DETECTORS IN AN AUTOMOTIVE REMOTE TIRE MONITOR SYSTEM	US	10/021284 10/29/2001	6882270 4/19/2005	Schrader Electronics, Inc.
METHOD AND APPARATUS FOR A REMOTE TIRE PRESSURE MONITORING SYSTEM	US	09/245938 2/5/1999	6710708 3/23/2004	Schrader Electronics, Inc.
METHOD AND APPARATUS FOR COMMUNICATION OF DATA IN A REMOTE TIRE MONITORING SYSTEM	US	09/758668 1/11/2001	6970076 11/29/2005	Schrader Electronics Inc.
METHOD AND APPARATUS FOR A REMOTE TIRE PRESSURE MONITORING SYSTEM	US	10/767360 1/29/2004	6906624 6/14/2005	Schrader Electronics Inc.
METHOD AND APPARATUS FOR A REMOTE TIRE PRESSURE MONITORING SYSTEM	US	10/767491 1/29/2004	7088226 8/8/2006	Schrader Electronics Inc.
METHOD AND APPARATUS FOR DETECTING WHEEL MOTION IN A TIRE PRESSURE MONITORING SYSTEM	US	10/936313 9/8/2004	7104123 9/12/2006	Schrader Electronics Limited

METHOD AND APPARATUS FOR IDENTIFYING REMOTE SENDING UNITS IN A TIRE PRESSURE MONITOR SYSTEM OF A VEHICLE USING SECONDARY MODULATION OF WHEEL ROTATION	US	10/191832 7/9/2002	6580365 6/17/2003	Schrader Electronics, Inc.
METHOD AND APPARATUS FOR IDENTIFYING REMOTE SENDING UNITS IN A TIRE PRESSURE MONITOR SYSTEM OF A VEHICLE USING SECONDARY MODULATION OF WHEEL ROTATION	US	09/758734 1/11/2011	6417766 7/9/2002	Schrader Electronics Inc.
METHOD AND APPARATUS FOR IDENTIFYING REMOTE SENDING UNITS IN A VEHICLE	US	09/105631 6/26/1998	6043738 3/28/2000	Schrader Electronics Inc.
METHOD FOR COMMUNICATING DATA IN A REMOTE TIRE PRESSURE MONITORING SYSTEM	US	09/245577 2/5/1999	6486773 11/26/2002	Schrader Electronics Inc.
REMOTE TIRE PRESSURE MONITORING SYSTEM	US	08/583096 1/17/1996	5963128 10/5/1999	Schrader Electronics, Inc.
REMOTE TIRE PRESSURE MONITORING SYSTEM EMPLOYING CODED TIRE IDENTIFICATION AND RADIO FREQUENCY TRANSMISSION AND ENABLING RECALIBRATION UPON TIRE ROTATION OR REPLACEMENT	US	08/491890 7/18/1995	5600301 2/4/1997	Schrader Electronics, Inc.
REMOTE TIRE PRESSURE MONITORING SYSTEM EMPLOYING CODED TIRE IDENTIFICATION AND RADIO FREQUENCY TRANSMISSION AND ENABLING RECALIBRATION UPON TIRE ROTATION OR REPLACEMENT	US	08/791389 1/30/1997	5838229 11/17/1998	Schrader Electronics, Inc.

SYSTEM TO AUTOMATICALLY DETERMINE WHEEL POSITION FOR AUTOMOTIVE REMOTE TIRE MONITORING SYSTEM	US	09/360469 7/23/1999	6204758 3/20/2001	Schrader Electronics Inc.
TIRE VALVE AND ASSOCIATED TIRE PRESSURE SENDING UNIT	US	09/081898 5/20/1998	6005480 12/21/1999	Schrader Electronics, Inc.
TIRE VALVE AND ASSOCIATED TIRE PRESSURE SENDING UNIT	US	09/374411 8/13/1999	6163255 12/19/2000	Schrader Electronics Inc.
AIR CONDITIONER SYSTEM CHARGE/RELIEF VALVE	US	08/360605 12/21/1994	5582202 12/10/1996	Schrader-Bridgeport International, Inc.
CHECK VALVE WITH QUICK LOCK ATTACHMENT FEATURE	US	07/648549 1/30/1991	5113900 5/19/1992	Schrader-Bridgeport International, Inc.
QUICK CONNECT COUPLER	US	07/951908 9/28/1992	5294092 3/15/1994	Schrader-Bridgeport International Inc.
TIRE VALVE	US	29/349478 4/7/2010	D624010 9/21/2010	Schrader-Bridgeport International Inc.
VALVE CAP	US	29/349482 4/7/2010	D637551 5/10/2011	Schrader-Bridgeport International Inc.
CONNECTOR	US	12/803699 7/2/2010		Schrader-Bridgeport International Inc.
PRESSURE SWITCH QUICK MOUNT	US	61/474083 4/11/2011		Schrader-Bridgeport International Inc.
BELT MONITORING SYSTEMS AND METHODS	US	12/009097 1/16/2008		Schrader Electronics Limited

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RECORDED: 04/27/2012

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