

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
Kyklos Bearing International, LLC	10/05/2012

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	5458352
Patent Number:	5883511
Patent Number:	6036370
Patent Number:	6105251
Patent Number:	6170993
Patent Number:	6408669
Patent Number:	6485187
Patent Number:	6498475
Patent Number:	6574865
Patent Number:	6575535
Patent Number:	6622377
Patent Number:	6773164
Patent Number:	6774622
Patent Number:	6799896
Patent Number:	6802208

OP \$760.00 5458352

Patent Number:	6808311
Patent Number:	6851759
Patent Number:	6883816
Patent Number:	7470067

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: F141592

NAME OF SUBMITTER: Karen S. Cottrell

Total Attachments: 6
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PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

PATENT SECURITY AGREEMENT dated as of October 5, 2012, between KYKLOS BEARING INTERNATIONAL, LLC, a Delaware limited liability company (the “*Grantor*”), and GOLDMAN SACHS BANK USA, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Patent licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, ASP HHI Acquisition Co., Inc., (the “*Borrower*”), ASP HHI Intermediate Holdings II, Inc., the Lenders party thereto, and Goldman Sachs Bank USA, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Security Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) among the Borrower, the Guarantors party thereto and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”) and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has secured its guarantee of certain obligations of the Borrower (the “*Grantor’s Secured Guarantee*”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, 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 United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN 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 Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

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 written above.

KYKLOS BEARING INTERNATIONAL, LLC

By:



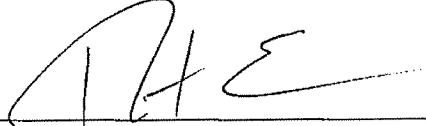
Name: George Thanopoulos

Title: President and
Chief Executive Officer

Acknowledged:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:



A handwritten signature in black ink, appearing to read 'RHE', is written over a solid horizontal line.

Name:

Title:

Robert Ehudin
Authorized Signatory

PATENT SECURITY AGREEMENT

PATENT
REEL: 029087 FRAME: 0590

**Schedule 1
to Patent Security Agreement**

KYKLOS BEARING INTERNATIONAL, LLC

U.S. PATENTS AND PATENT APPLICATIONS

Patent	Patent No.	Issue Date
Combined Vehicle Suspension and Wheel Bearing with Improved Manufacture	5458352	10/17/1995
Sensor Wire Lead Strain Relief	5883511	3/16/1999
Wheel Bearing with Self-Aligning Wheel Speed Sensor Ring	6036370	3/14/2000
Integrally Retained Bearing Race with Improved Twisting Resistance	6105251	8/22/2000
Bearing Separator with Random Spacing	6170993	1/9/2001
Method for forming an opening in a wheel spindle	6408669	6/25/2002
Self Retained Wheel Bearing Assembly	6485187	11/26/2002
Performance Sensor Ring with Reduced Mass	6498475	12/24/2002
Self-Retained Wheel Bearing Assembly	6574865	6/10/2003
Method and Apparatus for Wheel Spindles and the Like with Improved LRO	6575535	6/10/2003
Wheel Bearing with Separable Inner Race Processing Feature	6622377	9/23/2003
Vehicle Wheel Bearing and Wheel-Speed-Sensor Connector-Plug Bracket	6773164	8/10/2004
Vehicle Wheel Bearing, Wheel-Speed Sensor Mechanism Assembly, and Wheel Speed Sensor	6774622	8/10/2004
Separator Grease Retention and Feed System for Wheel Spindle Bearings	6799896	10/5/2004
Vehicle Wheel Bearing and Method for Controlling a Vehicle	6802208	10/12/2004
Vehicle Wheel Bearing	6808311	10/26/2004
Retaining a Brake Rotor in a Vehicle Corner Apparatus	6851759	2/8/2005
Automotive Brake Corner Module	6883816	4/26/2005
Wheel Bearing Assembly Mount with Force Attenuation	7470067	12/30/2008

U.S. PATENT LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Amended and Restated Intellectual Property License and Service Agreement	Kyklos Bearing International LLC/BWI (Shanghai) Co., Ltd.	April 13, 2010 (as amended December 22, 2011)	License to use certain intellectual property to produce, market, and sell certain licensed products