

## 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                         |
| Ride Control, LLC          | 12/10/2012                             |
| RECEIVING PARTY DATA       |  |
| Name:                      | Wells Fargo Bank, National Association |
| Street Address:            | 1525 West W.T. Harris Blvd             |
| Internal Address:          | MAC 1114-029                           |
| City:                      | Charlotte                              |
| State/Country:             | NORTH CAROLINA                         |
| Postal Code:               | 28262                                  |
| PROPERTY NUMBERS Total: 19 |  |
| Property Type              | Number                                 |
| Patent Number:             | 7641029                                |
| Patent Number:             | 7624995                                |
| Patent Number:             | 6725983                                |
| Patent Number:             | 6659241                                |
| Patent Number:             | 6648109                                |
| Patent Number:             | 6659239                                |
| Patent Number:             | 6715744                                |
| Patent Number:             | 7000744                                |
| Patent Number:             | 7150450                                |
| Patent Number:             | 7168535                                |
| Patent Number:             | 6820729                                |
| Patent Number:             | 7137491                                |
| Patent Number:             | RE40649                                |
| Patent Number:             | 7320387                                |

|                     |          |
|---------------------|----------|
| Patent Number:      | 7347307  |
| Patent Number:      | 5996982  |
| Patent Number:      | 6343677  |
| Patent Number:      | 6202972  |
| Application Number: | 10876135 |

#### CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Susan Vanderwalker - BAKER & McKENZIE

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Address Line 4: Chicago, ILLINOIS 60601

|                         |                       |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | WELLS-MAT-RIDE ASSIGN |
|-------------------------|-----------------------|

|                    |                    |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Susan VANDERWALKER |
|--------------------|--------------------|

#### Total Attachments: 7

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## PATENT SECURITY AGREEMENT

WHEREAS, Ride Control, LLC, a Delaware limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor"), owns the Patent Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to a Credit Agreement dated as of September 9, 2011, as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 10, 2012 by and among the Borrower, the Lenders party thereto, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender (the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Collateral Agreement, dated as of December 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as 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 Security Documents (as defined in the Credit Agreement) (including this Patent Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien 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 Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), a security interest in all of the Lien 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:

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

(b) all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

*provided* that the Patent Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement or the Credit Agreement, the Lien 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 Lien Grantor to the Grantee pursuant to the Collateral Agreement. The Lien 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.

This Patent Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law, in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Patent Security Agreement or in any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Patent Security Agreement or any other Loan Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or

that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

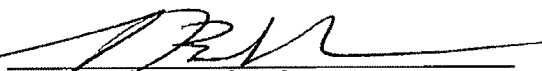
(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement (it being understood that nothing in this Patent Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of December 2012.

RIDE CONTROL, LLC

By:   
Name: Lisa Bahash  
Title: President

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of December, 2012.

RIDE CONTROL, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: Rosalie C Hawley  
Name: Rosalie C. Hawley  
Title: Vice President

**RIDE CONTROL, LLC**

**PATENTS AND DESIGN PATENTS**

| <b>Patent No.</b> | <b>Issued</b> | <b>Expiration</b> | <b>Title</b>   |
|-------------------|---------------|-------------------|--|
| 7,641,029         | 01/05/2010    |                   | ANNULAR GROOVE MONOTUBE PISTON<br>WITH NON-SYMMETRICAL BAND                        |
| 7,624,995         | 12/01/2009    |                   | SUSPENSION WITH INTEGRATED LEVELING<br>AND STABILIZATION MECHANISMS                |
| 6,725,983         | 04/27/2004    |                   | SHOCK ABSORBER WITH AIR PRESSURE<br>ADJUSTABLE DAMPING                             |
| 6,659,241         | 12/09/2003    |                   | SHOCK ABSORBER COMPRESSION DAMPING<br>ADJUSTMENT                                   |
| 6,648,109         | 11/18/2003    |                   | ADJUSTABLE SHOCK ABSORBER  |
| 6,659,239         | 12/09/2003    |                   | SHOCK ABSORBER THROUGH THE ROD<br>DAMPING ADJUSTMENT                               |
| 6,715,744         | 04/06/2004    |                   | AIR SPRING SHOCK ABSORBER MODULE<br>WITH INTERNAL LOAD-BASED DAMPING<br>ADJUSTMENT |
| 7,000,744         | 02/21/2006    |                   | SHOCK ABSORBER CYLINDER HEAD<br>SCRAPER  |
| 7,150,450         | 12/19/2006    |                   | VEHICLE SUSPENSION DAMPER WITH<br>INTEGRAL HEIGHT LEVELING VALVE                   |
| 7,168,535         | 01/30/2007    |                   | NON METALLIC GAS VALVE ASSEMBLY FOR<br>A SHOCK ABSORBER                            |
| 6,820,729         | 11/23/2004    |                   | SHOCK ABSORBER CYLINDER HEAD WIPER   |
| 7,137,491         | 11/21/2006    |                   | SHOCK ABSORBER NON-VIBRATING CHECK<br>VALVE ASSEMBLY                               |
| RE40,649          | 03/10/2009    |                   | ADJUSTABLE SHOCK ABSORBER  |



|           |            |  |
|-----------|------------|--|
| 7,320,387 | 01/22/2008 | LOAD ADAPTIVE DAMPER WITH TRANSIENT<br>AIR SIGNAL RESTRICTOR |
| 7,347,307 | 03/25/2008 | INTEGRATED DAMPING ADJUSTMENT<br>VALVE                       |
| 5,996,982 | 12/07/1999 | VEHICLE SHOCK ABSORBER WITH COIL<br>OVER PRELOAD ADJUSTMENT  |
| 6,343,677 | 02/05/2002 | IMPROVED SHOCK ABSORBER                                      |
| 6,202,972 | 03/20/2001 | IMPROVED SEAT SUSPENSION DESIGN                              |

#### PATENT APPLICATIONS

| <u>Case No.</u> | <u>Serial No.</u> | <u>Date</u> | <u>Filing Title</u>                      |
|-----------------|-------------------|-------------|--|
| 67043-0041      | 10/876,135        | 6/24/04     | COMMON DAMPER<br>HUB FOR VALVE<br>BODIES |