PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTARY PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TI Group Automotive Systems, L.L.C.	03/28/2013
TI Automotive Limited	03/28/2013
TI Automotive Canada, Inc.	03/28/2013
TI Automotive, L.L.C.	03/28/2013
Hanil, USA L.L.C.	03/28/2013
TI Group Automotive Systems S de R.L. de C.V.	03/28/2013

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	1615 BRETT ROAD
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720

PROPERTY NUMBERS Total: 57

Property Type	Number
Patent Number:	7409860
Patent Number:	5525048
Patent Number:	4964391
Patent Number:	5000614
Patent Number:	4951636
Patent Number:	5027861
Patent Number:	4961693
Patent Number:	5170764
Patent Number:	5516266
Patent Number:	5002244
Patent Number:	5038741

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Patent Number:	4860714
Patent Number:	5002467
Patent Number:	4928657
Patent Number:	4893647
Patent Number:	5577478
Patent Number:	4715777
Patent Number:	6092556
Patent Number:	5044344
Patent Number:	4846506
Patent Number:	4819908
Patent Number:	4925217
Patent Number:	4927185
Patent Number:	4697995
Patent Number:	4401416
Patent Number:	4869534
Patent Number:	8360476
Patent Number:	4540354
Patent Number:	4596519
Patent Number:	4728264
Patent Number:	4747388
Patent Number:	4831990
Patent Number:	4878518
Patent Number:	4878816
Patent Number:	4926829
Patent Number:	4934417
Patent Number:	4986312
Patent Number:	5033517
Patent Number:	5220941
Patent Number:	6589617
Application Number:	13360294
Application Number:	13360206
Application Number:	61449013
Application Number:	12835146
Application Number:	12950145
Application Number:	13585222

	13561381
Application Number:	13528430
Application Number:	13469247
Application Number:	13602651
Application Number:	13405480
Application Number:	13528537
Application Number:	13428398
Application Number:	09778770
Application Number:	10044637
Application Number:	13613156
Application Number:	13741875

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-4559
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Correspondent Name: Vindra Richter c/o Weil et al
Address Line 1: 767 Fifth Ave
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	77571.0015/A.GOSSIN/SEC
NAME OF SUBMITTER:	Vindra Richter
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 11
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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 a Second Amended and Restated Revolving Credit and Guaranty Agreement dated as of March 28, 2013 (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 Supplementary 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

Acknowledged:

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name: SHANE V. AZZARA
Title: Vice President

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

US PATENTS/ APPLICATIONS

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
1.	Fuel Level Measurement Device	11353345 2/14/06	7409860 8/12/08	TI Group Automotive Systems, L.L.C.
2.	Fuel Pump Assembly	US20120360294 20120127	US2012201702 20120809	TI Group Automotive Systems, L.L.C.
3.	Impeller And Fluid Pump	US20120360206 20120127	US2012201700 20120809	TI Group Automotive Systems, L.L.C.
4.	Positive Displacement Fluid Pump	61/449,013 3/3/11		TI Group Automotive Systems, L.L.C.
5.	Pressure Control Valve	12835146 7/13/10	20100276623 11/4/10	TI Group Automotive Systems, L.L.C.
6.	Verification Pin	US20100950145 20101119	US2011121559 20110526	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
7.	Cantilever Armature Mount For Fuel Pumps	US19950388246 19950214	US5525048 19960611	TI Group Automotive Systems, L.L.C.
8.	Check Valve For Engine Fuel Delivery Systems	US19890358860 19890530	US4964391 19901023	TI Group Automotive Systems, L.L.C.
9.	Conduit Quick Connector Assembly Having A Ramped Housing With A Hair Pin Retainer	US19890347981 19890505	US5000614 19910319	TI Group Automotive Systems, L.L.C.
10.	Constant Pressure-Differential	US19880276801	US4951636	TI Group Automotive Systems,

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
	Fuel Injection System	19881128	19900828	L.L.C.
11.	Electric Motor Driven Liquid Pump And Brush For Same	US20120585222 20120814	US2013049524 20130228	TI Group Automotive Systems, L.L.C.
12.	Flow Control Fitting Enabling High Flow Rates	US19900605918 19901030	US5027861 19910702	TI Group Automotive Systems, L.L.C.
13.	Fluid Distribution System With Filtration	US20120561381 20120730	US2013037116 20130214	TI Group Automotive Systems, L.L.C.
14.	Fluid Level Sensor	US20120528430 20120620	US2013000741 20130103	TI Group Automotive Systems, L.L.C.
15.	Fuel Pump Isolation Mount	US19880284996 19881216	US4961693 19901009	TI Group Automotive Systems, L.L.C.
16.	Fuel Pump Pick-Up System	US19910813126 19911223	US5170764 19921215	TI Group Automotive Systems, L.L.C.
17.	Fuel Pump Tubular Pulse Damper	US19940311514 19940923	US5516266 19960514	TI Group Automotive Systems, L.L.C.
18.	Fuel System Organizer For Automotive Vehicles	US19880272087 19881116	US5002244 19910326	TI Group Automotive Systems, L.L.C.
19.	Fuel Tank And Method For Reducing Vapor Permeation Through A Fuel Tank	US20120469247 20120511	US2012222806 20120906	TI Group Automotive Systems, L.L.C.
20.	In-Tank Evaporative Emission Control System	US20120602651 20120904	US2013061934 20130314	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
21.	In-Tank Fuel Module	US19900508427 19900413	US5038741 19910813	TI Group Automotive Systems, L.L.C.

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
22.	In-Tank Fuel Pump Assembly For Fuel-Injected Engines	US19860898432 19860820	US4860714 19890829	TI Group Automotive Systems, L.L.C.
23.	In-Tank Fuel Pump Mount	US19890312259 19890217	US5002467 19910326	TI Group Automotive Systems, L.L.C.
24.	In-Tank Fuel Reservoir With Fuel Level Sensor	US19890318126 19890302	US4928657 19900529	TI Group Automotive Systems, L.L.C.
25.	In-Tank Fuel Reservoir With Reservoir Fuel Level Control	US19890314878 19890224	US4893647 19900116	TI Group Automotive Systems, L.L.C.
26.	Integrated Fuel Pressure Regulator And Rail Assembly	US19950552800 19951103	US5577478 19961126	TI Group Automotive Systems, L.L.C.
27.	Lateral Channel Supply Pump	US19850777332 19850918	US4715777 19871229	TI Group Automotive Systems, L.L.C.
28.	Multi-Wall Tube	US19980181627 19981028	US6092556 20000725	TI Group Automotive Systems, L.L.C.
29.	Positive Displacement Fluid Pump	US20120405480 20120227	US2012224991 20120906	TI Group Automotive Systems, L.L.C.
30.	Pressure-Responsive Fuel Delivery System	US19890421810 19891016	US5044344 19910903	TI Group Automotive Systems, L.L.C.
31.	Quick Connect Coupling	US19870093267 19870904	US4846506 19890711	TI Group Automotive Systems, L.L.C.
32.	Quick Connect Fluid Coupling	US19880180307 19880412	US4819908 19890411	TI Group Automotive Systems, L.L.C.

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
33.	Quick Connector With Visual Checking Method	US19880261684 19881024	US4925217 19900515	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
34.	Release Tool For Fluid Quick Connectors	US19890319960 19890307	US4927185 19900522	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
35.	Rotary Positive Displacement Fuel Pump With Purge Port	US19860860866 19860508	US4697995 19871006	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
36.	Scr Fluid Distribution And Circulation System	US20120528537 20120620	US2013000743 20130103	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
37.	Self-Contained Rotary Fuel Pump	US19810228346 19810126	US4401416 19830830	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
38.	Sensor Housing And Latching Mechanism For Sensor Housing	US20120428398 20120323	US2012247179 20121004	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
39.	Swivelable Quick Connector	US19880249502 19880926	US4869534 19890926	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
40.	Vehicular Climate Control System	US20090548652 20090827	US8360476 20130129	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
41.	Rotary Fuel Pump	06557468 12/5/83	4540354 9/10/85	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
42.	Gear Rotor Fuel Pump	06642777 8/21/84	4596519 6/24/86	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
43.	Fuel Delivery System With Pressure-Controlled Electric Pump	06917633 10/10/86	4728264 3/1/88	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
44.	In-Tank Fuel Reservoir And Filter Diaphragm	06928184 11/7/86	4747388 5/31/88	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
45.	In-Tank Fuel Reservoir With Reservoir Fuel Level Control	07153316 2/8/88	4831990 5/23/89	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
46.	In-Tank Fuel Reservoir With Fuel Vapor Separation	07201418 6/2/88	4878518 11/7/89	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
47.	In-Tank Fuel Reservoir With Fuel Vapor Separation	07201633 6/2/88	4878816 11/7/89	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
48.	Pressure-Responsive Fuel Delivery System	07324649 3/17/89	4926829 5/22/90	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
49.	System For Controlling The Release Of Fuel Vapors From A Vehicle Fuel Tank	07402943 9/1/89	4934417 6/19/90	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
50.	Flow Control Device	07319961 3/7/89	4986312 1/22/91	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
51.	System For Controlling The Release Of Fuel Vapors From A Vehicle Fuel Tank	07409464 9/19/89	5033517 7/23/91	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
52.	Fuel Pressure Regulator	07892252 6/2/92	5220941 6/22/93	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
53.	Metal Tubing Coated With Multiple Layers Of Polymeric Materials	09370424 8/9/99	6589617 7/8/03	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
54.	Valve Collect For Desmodromic Engine	09778770 2/8/01	20010032959 10/25/01	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
55.	In-Tank Fuel Module Inlet Strainer With ESD Protection	10044637 1/11/02	20030131828 7/17/03	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
56.	Fluid Distribution System And Components Thereof	13613156 9/13/12	20130000760 1/3/13	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
57.	Fluid Distribution Manifold	13/741875 1/15/13		TI GROUP AUTOMOTIVE SYSTEMS LLC

CANADIAN PATENTS/ APPLICATIONS

#	Title	Appln # Appln Date	Patent # Grant Date	Owner/ Assignee
1.	COUPLING ASSEMBLIES FOR PROVIDING FLUID CONNECTION	2310179 5/29/00	2310179 3/24/09	TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.