

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
K & N ENGINEERING, INC.	04/03/2013

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	7681461
Patent Number:	D667099
Patent Number:	D629815
Patent Number:	D612871
Patent Number:	D611065
Patent Number:	7264027
Patent Number:	6298828
Patent Number:	6305509
Patent Number:	D582432
Patent Number:	D582433
Application Number:	13609631
Application Number:	13473765
Application Number:	13346633
Application Number:	29439482
Application Number:	29440278

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Application Number:	29439338
Application Number:	29438337
Application Number:	13460518
Application Number:	29413293
Application Number:	29413295

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	3321909.358471
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/03/2013

Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 3, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 3, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of April 3, 2013 in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the “Patent Collateral”):

(a) all of its Patents including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 any provision of the Guaranty and Security Agreement and any provision of this Patent Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

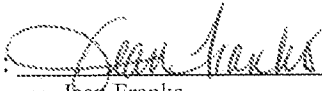
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

K & N ENGINEERING, INC.,
as Grantor

By: 
Name: Jearl Franks
Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 030147 FRAME: 0507

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *John M. Smith*
Name: *John M. Smith*
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. U.S. REGISTERED PATENTS

Title	Patent Number:	Issue Date	Filing Date	Status
Air Scoop Assembly	D429672	08/22/2000	10/30/1998	Patented
Air Filter with a protruding inner filtering portion	D533265	12/05/2006	09/30/2004	Patented
Intake Tract Negative Pressure Relief Valve For I.C. Engine	6394128	05/28/2002	10/19/2000	Patented
Air Intake Device for Internal Combustion Engine	6959679	11/01/2005	10/06/2003	Patented
Air Filter for a Scoop	7452395	11/18/2008	09/30/2004	Patented
Air Velocity Apparatus	7581430	09/01/2009	05/23/2007	Patented
Oil Migration System	7637146	12/29/2009	08/10/2007	Patented
Hood Air Scoop	7794525	09/14/2010	08/20/2007	Patented
Oil migration system	8028564	10/04/2011	11/12/2009	Patented
Hood air scoop	8029606	10/04/2011	08/06/2010	Patented
Air Velocity Apparatus And System	8113036	02/14/2012	04/09/2009	Patented
Hood air scoop	8268054	09/18/2012	08/03/2011	Patented
Pipe Adapter For Adjusting The Flow Past A Sensor	7681461	03/23/2010	09/06/2006	Patented
Air Filter	D667099	09/11/2012	01/27/2012	Patented
Air Intake Plenum Assembly	D629815	12/28/2010	11/22/2009	Patented
Air Intake Manifold	D612871	03/30/2010	01/09/2009	Patented
Air Intake Manifold	D611065	03/02/2010	01/09/2009	Patented
Oil Filler Cap With Integrated Funnel Apparatus	7264027	09/04/2007	02/23/2005	Patented
Adjustable fuel pressure regulator	6298828	10/09/2001	10/19/2000	Patented
Method and apparatus for enhancing vehicle braking efficiency	6305509	10/23/2001	02/04/2000	Patented
180 Degree Carburetor Hat	D582432	12/9/2008	3/26/2008	Patented
Low Profile Carburetor Hat	D582433	12/9/2008	3/26/2008	Patented

2. U.S. PATENT APPLICATIONS

Title	Application / Publication Number:	Filing Date	Status
Oil Migration System	13192736/ 20110277641	07/28/2011	Allowed
Hood Air Scoop	13609631/ 20130000487	09/11/2012	Pending
Intercooler System	13473765/ 20120291993	05/17/2012	Pending
Air velocity apparatus and system	13346633 /20120103109	01/09/2012	Pending
Air Filter - Long Oval Bottom	29439482	12/11/2012	Pending
Air Filter - Square Flat Bottom	29440278	12/20/2012	Pending
Air Filter - Small Oval Bottom	29439338	12/10/2012	Pending
Air Filter - Ford Super Duty Truck	29438337	11/29/2012	Pending
Air Filter	2802012	07/27/2012	Pending
Air Filter	146718	07/27/2012	Pending
Air Filter	3020120038170	07/27/2012	Pending
Air Filter	84270	07/27/2012	Pending
Air Filter	2012-02099	07/27/2012	Pending
Air Filter	13460518	04/30/2012	Pending
Air Horn Sealing Ring	29413293	02/14/2012	Pending
Air Horn Sealing Ring	29413295	02/14/2012	Pending