

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3003589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRAKE PARTS INC LLC	08/22/2014
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	2600 WEST BIG BEAVER ROAD
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48084
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6384721
CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212.326.3939
Email:	NYTEF@JONESDAY.COM
Correspondent Name:	BETH VOGEL
Address Line 1:	222 EAST 41 STREET
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	739326-605023
NAME OF SUBMITTER:	BETH D. VOGEL
SIGNATURE:	/Beth D. Vogel/
DATE SIGNED:	08/29/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Brake Parts Patent Security Agreement#page1.tif	
source=Brake Parts Patent Security Agreement#page2.tif	
source=Brake Parts Patent Security Agreement#page3.tif	
source=Brake Parts Patent Security Agreement#page4.tif	
source=Brake Parts Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 22, 2014 (this "Agreement"), is made by BRAKE PARTS INC LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successor(s) and assigns thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement, dated as of August 22, 2014, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Agent and the Lenders have extended Commitments to make Loans, advances and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into an Amended and Restated Pledge Security Agreement, dated as of August 22, 2014, with the Agent for the benefit of the Secured Parties (as defined therein) (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following ("Patent Collateral"):

(a) the Patents (including each Patent and Patent application referred to on Schedule I);

(b) the right to sue third parties for past, present and future infringements of any Patent or Patent application; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

BRAKE PARTS INC LLC

By: Phillip J. Cutting
Name: Phillip J. Cutting
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Steven M. Siravo*

Name: Steven M. Siravo

Title: Senior Vice President

{Signature Page to Patent Security Agreement}

CHI-1939694

PATENT
REEL: 033664 FRAME: 0208

SCHEDULE I
to Patent Security Agreement

Title	Country	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration
BRAKE WEAR SENSOR	US	09/774,958	1/31/2001	6,384,721	5/7/2002	ISSUED	11/07/2014
Brake Rotor	EP	11788720.8	11/14/2011			PENDING	11/14/2031
Brake Rotor	JP	2013-542019	11/14/2011			PENDING	11/14/2031
Brake Rotor	CA	2,819,815	11/14/2011			PENDING	11/14/2031
Brake Rotor	CN	201180066334.3	11/14/2011			PENDING	11/14/2031
Brake Rotor	MX	MX/a/2013/006235	11/14/2011			PENDING	11/14/2031
Brake Rotor	BR	112013015748-8	11/14/2011			PENDING	11/14/2031
Brake Rotor	HK	14106390.7	11/14/2011			PENDING	11/14/2031