

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3614767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BI-PHASE TECHNOLOGIES, LLC	11/02/2015
POWERTRAIN INTEGRATION ACQUISITION, LLC	11/02/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	10 SOUTH WACKER DRIVE, 13TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5823446
Patent Number:	6216675
Patent Number:	6227173
Patent Number:	7047947
Patent Number:	7950267
Application Number:	29514285
Application Number:	29514289
Application Number:	62101820
Application Number:	62101848
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7865
<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>	
<b>Phone:</b>	312-201-3865
<b>Email:</b>	sharon.patterson@goldbergkohn.com
<b>Correspondent Name:</b>	SHARON PATTERSON, PARALEGAL
<b>Address Line 1:</b>	GOLDBERG KOHN LTD., 55 E. MONROE ST.
<b>Address Line 2:</b>	SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	1989.352

PATENT

<b>NAME OF SUBMITTER:</b>	SHARON PATTERSON
<b>SIGNATURE:</b>	/sharon patterson/
<b>DATE SIGNED:</b>	11/13/2015
<b>Total Attachments: 7</b> source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page1.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page2.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page3.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page4.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page5.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page6.tif source=B7. Executed Patent_Security_Agreement_(Bi-Phase_and_PI_Acquisition)#page7.tif	

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of November 2, 2015 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 1, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Power Solutions International, Inc., a Delaware corporation, as a borrower ("Parent"), Professional Power Products, Inc., an Illinois corporation, as a borrower ("PPPI"), each other borrower from time to time party thereto (together with Parent and PPPI, collectively, "Borrowers", and each, a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo as lead arranger and Wells Fargo as book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 28, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

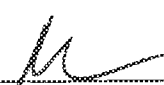
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BI-PHASE TECHNOLOGIES, LLC, a Minnesota  
limited liability company

By:   
Name: Michael Lewis  
Title: Chief Financial Officer

POWERTRAIN INTEGRATION ACQUISITION,  
LLC, an Illinois limited liability company

By:   
Name: Michael Lewis  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

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

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BI-PHASE TECHNOLOGIES, LLC**, a Minnesota limited liability company

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

**POWERTRAIN INTEGRATION ACQUISITION, LLC**, an Illinois limited liability company

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: Brian Hynds  
Name: Brian Hynds  
Title: Vice-President

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application/ Patent No.</b>	<b>Application/ Filing Date</b>
Bi-Phase Technologies, L.L.C. (Co-owned by Walbro Engine Management, L.L.C.; Security Interest granted to Mizuho Corporate Bank, Ltd. by Walbro Engine Management L.L.C. on 11/8/12)	USA	Fuel Injector Valve for Liquified Fuel	5823446	10/20/98
Bi-Phase Technologies, L.L.C.	USA	System and Condenser for Fuel Injection System	6216675	4/17/01
Bi-Phase Technologies, L.L.C.	USA	Fuel Line Arrangement for LPG System, and Method	6227173	5/8/01
Bi-Phase Technologies, LLC	USA	LPG Vehicular Liquid Transfer System	7047947	5/23/06
Bi-Phase Technologies, LLC	USA	Liquid Propane Gas Injector Testing System and Methods	7950267	5/31/11
Bi-Phase Technologies, LLC	Mexico	Condenser for Fuel Injection System	098/09,533	
Bi-Phase Technologies, LLC	Canada	Fuel Lien Arrangement in LPG System	2,274,341	6/11/1999
Bi-Phase Technologies, LLC	Mexico	Fuel Line Arrangement in LPG System	5,572	6/6/2000
Bi-Phase Technologies, LLC	Canada	Fuel Rail for Internal Combustion Engine	2,124,535	5/27/1994
Bi-Phase Technologies, LLC	Canada	Liquified Petroleum Gas Fuel Supply System	2,124,534	5/27/1994
Bi-Phase Technologies, LLC	Mexico	LPG Vehicular Liquid Transfer System - Mexico	PA/a 2005/009141	8/26/2005
Bi-Phase Technologies, LLC	Canada	LPG Vehicular Liquid Transfer System - Canada	2,517,113	8/26/2005
Bi-Phase Technologies,	USA	Fuel Line Connector	29/514285	1/9/2015



LLC				
Bi-Phase Technologies, LLC	USA	Fuel Delivery Module	29/514289	1/9/2015
Bi-Phase Technologies, LLC	USA	Fuel Line Integrated Connector for Liquefied Petroleum Gas System	62/101820	1/9/2015
Bi-Phase Technologies, LLC	USA	Manual Shutoff for Liquefied Petroleum Delivery Module	62/101848	1/9/2015

### **Patent Licenses**

PERC Grant Agreement - 8.0L engine development partially funded by PERC and New Eagle - Powertrain has licensing agreement on ECU and other development under PERC for the 8.0L engine development.