

12-18-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

12-13-07

RE

103469283

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Remy International, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank PLC, as Administrative Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 200 Park Avenue

City: New York

State: New York

Country: United States Zip: 10166

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other Public Ltd. Co. Citizenship United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 12/5/07

- Assignment
- Security Agreement
- Other Security Agreement (Second Lien)
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77/150056; 77/150085; 77/152136

B. Trademark Registration No.(s)  
None.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Tracey D. Bennett

Internal Address: c/o Paul, Hastings, Janofsky &

Walker LLP

Street Address: 75 E. 55th Street

City: New York

State: New York Zip: 10022

Phone Number: 212-318-6535

Fax Number: 212-230-7735

Email Address: traceybennett@paulhastings.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 12/17/2007 00000066 77150056

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 OP  
50.00 OP

**9. Signature:**

Tracey D. Bennett  
Signature

12/12/07  
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 41

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003681 FRAME: 0880

**INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN) (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of December 5, 2007, is made by each of the grantors listed on the signature pages hereto and each additional party which becomes a grantor hereto pursuant to Section 8 hereof (collectively, "Grantors" and each individually, a "Grantor"), in favor of BARCLAYS BANK PLC, in its capacity as Administrative Agent ("Agent") for itself and the Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of December 5, 2007 (including, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Borrowers, Grantors, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders, Lenders have agreed to make certain Loans to Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors desire to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations.

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

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

(ii) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing by Agent of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same in each case unless Grantor has elected as determined in its reasonable business judgment to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(b) If any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent notice of filed applications during any Fiscal Quarter, which notice shall be on a quarterly basis and upon the request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of renewals, affidavits of use, affidavits of noncontestability and opposition, interference and cancellation proceedings unless Grantor has elected, in its reasonable business judgment, to abandon any application or registration which each such Grantor deems in its reasonable business judgment to be no longer material to the conduct of its business or operations.

(d) In the event that any of the material Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent reasonably promptly after such Grantor learns thereof unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations in its reasonable business judgment. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise reasonably request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed (including the filing of petitions in connection with the Chapter 11 Cases) by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

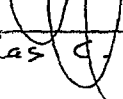
11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

12. RELATION TO INTERCREDITOR AGREEMENTS. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of (a) the Amended and Restated Intercreditor Agreement (Revolver), dated as of December 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement (Revolver)"), among Barclays Bank PLC, as Revolver Administrative Agent, Barclays Bank PLC and Wachovia Capital Finance Corporation (Central), as Revolver Co-Collateral Agents, Barclays Bank PLC, as Term Loan (First Lien) Administrative Agent, and Barclays Bank PLC, as Term Loan (Second Lien) Administrative Agent, and certain other persons party or that may become party thereto from time to time and (b) the Amended and Restated Intercreditor Agreement (Second Lien), dated as of December 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement (Second Lien)"), among Barclays Bank PLC, as First Lien Agent, and Barclays Bank PLC, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement (Revolver) or Intercreditor Agreement (Second Lien) and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement (Revolver) or Intercreditor Agreement (Second Lien), as applicable, shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

REMY INTERNATIONAL, INC.  
WESTERN REMAN INDUSTRIAL, INC.  
M. & M. KNOPF AUTO PARTS, L.L.C.  
POWER INVESTMENTS, INC.  
PUBLITECH, INC.  
REMAN HOLDINGS, L.L.C.  
REMY INC.  
REMY ALTERNATORS, INC.  
REMY INDIA HOLDINGS, INC.  
REMY KOREA HOLDINGS, L.L.C.  
REMY REMAN, L.L.C.  
REMY SALES, INC.  
REMY INTERNATIONAL HOLDINGS, INC.  
UNIT PARTS COMPANY  
WORLD WIDE AUTOMOTIVE, L.L.C.

By:   
Name: Douglas C. Laux  
Title: CFO

[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 003681 FRAME: 0886

ACCEPTED AND ACKNOWLEDGED:

BARCLAYS BANK PLC, as Administrative Agent

By:           Anne E. Sutton          

Name:

Its: Duly Authorized Signatory

**ANNE E. SUTTON**  
**ASSOCIATE DIRECTOR**

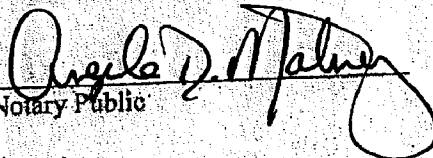
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]



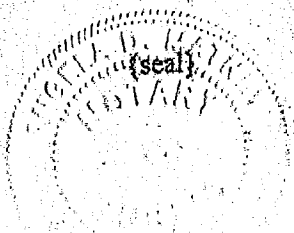
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  )     ss.  
COUNTY OF Madison)

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INTERNATIONAL, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

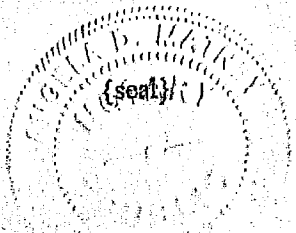
STATE OF Indiana )  
                                  )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESTERN REMAN INDUSTRIAL, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



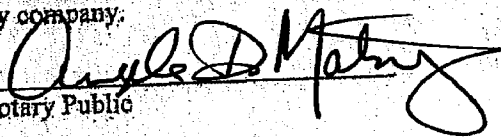
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

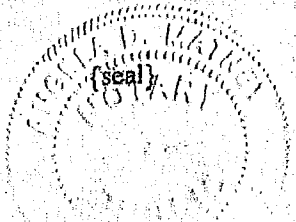
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M. & M. KNOPF AUTO PARTS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]




ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Law, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PUBLITECH, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



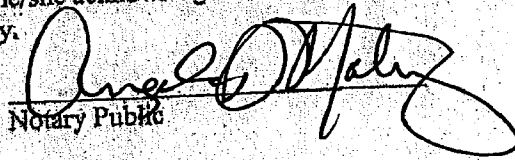
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

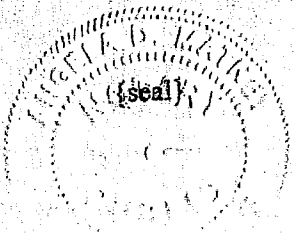
STATE OF Indiana }  
COUNTY OF Madison }

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMAN HOLDINGS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011

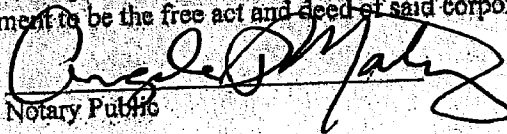


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

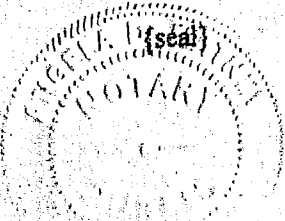
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  ) ss.  
COUNTY OF Madison )

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



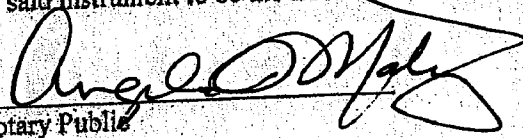
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

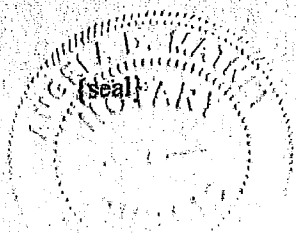
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Kauk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY ALTERNATORS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]




ACKNOWLEDGMENT OF GRANTOR

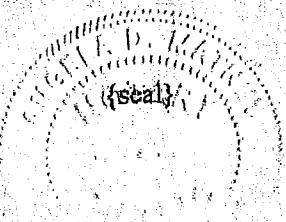
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Lauk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INDIA HOLDINGS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY KOREA HOLDINGS, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

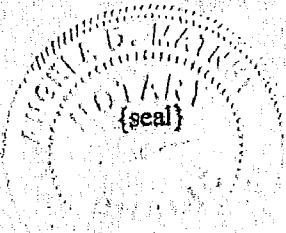
STATE OF Indiana )  
COUNTY OF Madison )

ss.

On this 30 day of Nov, 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY REMAN, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Angela D. Matney  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM- INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  )     ss.  
COUNTY OF Madison )

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY SALES, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

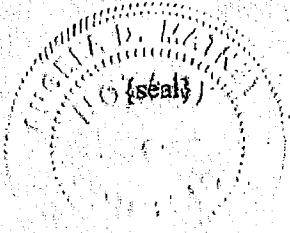


Notary Public

Angela D. Matney, Notary Public

County of Residence: Delaware

My Commission Expires On: 09/03/2011



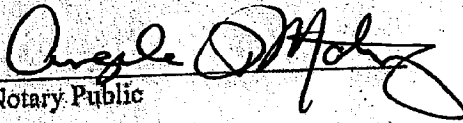
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

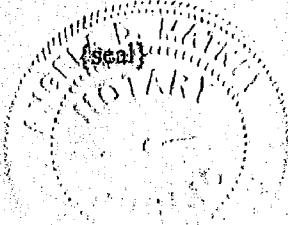
STATE OF Indiana )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Law, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMY INTERNATIONAL HOLDINGS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

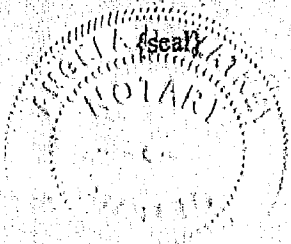
STATE OF Indiana )  
                                  )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laul, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of UNIT PARTS COMPANY, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Angela D. Matney  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

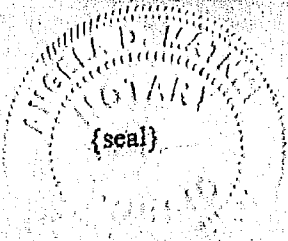
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  ) ss.  
COUNTY OF Madison )

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Haul, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WORLD WIDE AUTOMOTIVE, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Angela D. Matney  
Notary Public

Angela D. Matney, Notary Public  
County of Residence: Delaware  
My Commission Expires On: 09/03/2011



[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<b>Grantor</b>	<b>Patent</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Expiration Date</b>
Unit Parts Company	Voltage Regulator Spacing Member	U.S. 5907203	May 25, 1999	
Unit Parts Company	Alternator with An Improved Battery Terminal Assembly	U.S. 5998891	Dec. 7, 1999	
Unit Parts Company	Voltage Regulator Spacing Member	U.S. 6020662	Feb. 1, 2000	
Unit Parts Company	Alternator System	U.S. 6140722	Oct. 31, 2000	
Unit Parts Company	Alternator System	U.S. 6252320	June 26, 2001	
Unit Parts Company	Alternator	U.S. 6304012	Oct. 16, 2001	
Unit Parts Company	Alternator System	U.S. 6476527	Nov. 5, 2002	
Unit Parts Company	Mobile AC Power System	U.S. 6476509	Nov. 5, 2002	

II. PATENT APPLICATIONS

<b>Grantor</b>	<b>Patent Application</b>	<b>Application Serial Number</b>	<b>Application Date</b>
None.			



### III. PATENT LICENSES

Licensor: Visteon

<b>Licensee</b>	<b>Patent Application</b>	<b>Application Serial Number</b>	<b>Application Date</b>
Remy International, Inc.	Automotive Alternator Stator Assembly with Varying End Loop Height Between Layers	U.S. 10/324319	Issued Sep. 7, 2004
Remy International, Inc.	Automotive Alternator Stator Assembly with Varying End Loop Height Between Layers	DE 10359863.4	Dec. 18, 2003
Remy International, Inc.	Automotive Alternator Stator Assembly with Varying End Loop Height Between Layers	GB 032600.1	Dec. 22, 2003
Remy International, Inc.	Stator Winding Having Cascaded End Loops	U.S. 60/454996	Mar. 14, 2003
Remy International, Inc.	Stator Winding Having Cascaded End Loops	U.S. 10/443441	May 22, 2003
Remy International, Inc.	Stator Winding Having Cascaded End Loops	China 200410039958.8	Mar 15, 2004
Remy International, Inc.	Stator Winding Having Cascaded End Loops	France 0402494	Mar 10, 2004
Remy International, Inc.	Stator Winding Having Cascaded End Loops	DE 102004011795.0	Mar 09, 2004
Remy International, Inc.	Stator Winding Having Cascaded End Loops	Japan 2004-072650	Mar 15, 2004
Remy International,	Alternator Stator Having A Multiple	U.S. 10/723,527	Nov 26, 2003

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Inc.	Filar Construction To Improve Convective Cooling		
Remy International, Inc.	Stator Assembly With Cascaded Winding And Method Of Making Same	U.S. 10/850,012	May 19, 2004
Remy International, Inc.	Stator Winding Having Radial Aligned Wraps	U.S. 10/899,338	July 26, 2004
Remy International, Inc.	A Design And Method For A Winding Of A Dynamoelectric Machine With A Cascade Winding Including An Interleaved Portion In The Transition Areas	U.S. 10/915,604	Aug 10, 2004
Remy International, Inc.	Electric Machine Having A Stator Winding With A Plurality Of Filars	U.S. 10/848,908	May 19, 2004
Remy International, Inc.	Dynamoelectric Machine Stator Core With Mini Caps	U.S. 10/869,740	June 16, 2004
Remy International, Inc.	Method Of Forming Cascaded Stator Winding	U.S. 10/895,567	July 21, 2004
Remy International, Inc.	High Slot Fill Stator Having Secured Slot Liners	U.S. 10/988,036	Nov 12, 2004
Remy International, Inc.	Design Of Bi-Filar Stator Winding	U.S. 10/914,374	Aug 09, 2004
Remy International, Inc.	Alternator With Two Sets Of 3-Phase Windings Displaced By 20-29 Degrees	To be filed	To be filed
Remy	Vehicle Alternator	To be filed	To be filed

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International, Inc.	With Distributed Stator Windings		
Remy International, Inc.	Cascaded Stator Winding Having End Loop Segments With Different Pitches	To be filed	To be filed
Remy International, Inc.	Alternator Fan	U.S. 6,707,181	Issue Mar 16, 2004
Remy International, Inc.	Alternator Fan	DE 10352868.7	Nov 10, 2003
Remy International, Inc.	Alternator Fan	GB 0325870.4	Nov 05, 2003
Remy International, Inc.	High Power Alternator Field Coil	U.S. 10/316,771	Dec 11, 2002
Remy International, Inc.	High Power Alternator Field Coil	DE 10356613.9	Dec 01, 2003
Remy International, Inc.	High Power Alternator Field Coil	GB0327085.7	Nov 21, 2003
Remy International, Inc.	Apparatus And Method For Retaining A Cooling Fan	U.S. 60/454,279	Mar 13, 2003
Remy International, Inc.	Apparatus And Method For Retaining A Cooling Fan	U.S. 10/635,179	Aug 06, 2003
Remy International, Inc.	Apparatus And Method For Retaining A Cooling Fan	DE 10200401264.2	Mar 12, 2004
Remy International, Inc.	Apparatus And Method For Retaining A Cooling Fan	GB 0321352.7	Sep 30, 2003
Remy International, Inc.	High Power Density Alternator	U.S. 10/264778	Oct 04, 2002

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REEL: 003681 FRAME: 0906

Inc.	Bobbin		
Remy International, Inc.	High Power Density Alternator Bobbin	JP 2003-328446	Sep 13, 2003
Remy International, Inc.	High Power Density Alternator Bobbin	GB 0321352.7	Sep 12, 2003
Remy International, Inc.	Claw Pole Alternator Enhancing Pole Surface	U.S. 10/782423	Feb 18, 2004
Remy International, Inc.	Optimized Alternator Bobbin	U.S. 10/837965	May 03, 2004
Remy International, Inc.	Slip Ring Design For A Rotor Of An Electrical Machine	U.S. 5,886,451	Issued Mar 23, 1999
Remy International, Inc.	Slip Ring Design For A Rotor Of An Electrical Machine	GB 1,027,765	Issued June 19, 2002
Remy International, Inc.	Slip Ring Design For A Rotor Of An Electrical Machine	Japan 2000-519496	Filed Nov 13, 2001
Remy International, Inc.	Slip Ring Design For A Rotor Of An Electrical Machine	DE 69,806,180	Issued June 19, 2002
Remy International, Inc.	Slip Ring Design For A Rotor Of An Electrical Machine	EP 1,027,765	Issued June 19, 2002
Remy International, Inc.	Wire Routing Design For A Rotor Of An Electrical Machine	U.S. 5,886,451	Issued Mar 23, 1999
Remy International, Inc.	Wire Routing Design For A Rotor Of An Electrical Machine	GB 913,894	Issued Sep 15, 2004
Remy International, Inc.	Wire Routing Design For A Rotor Of An Electrical Machine	DE 69,826,209	Issued Sep 15, 2004
Remy	Wire Routing	FR 913,894	Issued Sep 15,

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TRADEMARK  
REEL: 003681 FRAME: 0907

International, Inc.	Design For A Rotor Of An Electrical Machine		2004
Remy International, Inc.	Wire Routing Design For A Rotor Of An Electrical Machine	EP 913,894	Issued Sep 15, 2004
Remy International, Inc.	Diode Interconnection In An Alternator Rectifier	U.S. 6,828,703	Issued Dec 07, 2004
Remy International, Inc.	Diode Interconnection In An Alternator Rectifier	DE 102004011205.3	Filed Mar 06, 2003
Remy International, Inc.	Diode Interconnection In An Alternator Rectifier	GB 0405161.1	Filed Mar 08, 2004
Remy International, Inc.	Finned Rear Housing For Alternator	U.S. 10/890949	Filed July 14, 2004
Remy International, Inc.	Claw Pole Alternator	U.S. 10/996496	Filed Nov 23, 2004

Licensors: Delphi Technologies., Inc.

Licensee	Patent Description	Registration Number	Registration Date	Expiration Date
Remy International, Inc.	Alternating Current Generator Rotor and Fan	U.S. 4588911	Not available	Dec. 14, 2004
Remy International, Inc.	Alternating Current Generator Rotor	U.S. 4588915	Not available	Dec. 14, 2004
Remy International, Inc.	Bridge Rectifier	U.S. 4606000	Not available	Mar. 27, 2005
Remy International, Inc.	Alternating Current Generator	U.S. 4959577	Not available	Oct. 23, 2009
Remy International, Inc.	Dual Face Cooling Fan for A	U.S. 4961016	Not available	Aug. 9, 2009

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TRADEMARK  
REEL: 003681 FRAME: 0908

Inc.	Dynamoelectric Machine			
Remy International, Inc.	Pulley with Integral Fastener and Spacer	U.S. 5163883	Not available	Dec. 4, 2011
Remy International, Inc.	Method of Manufacturing A Pulley with Integral Fastener and Spacer	U.S. 5195241	Not available	Dec. 4, 2011
Remy International, Inc.	Alternating Current Generator Rotor	U.S. 5254896	Not available	Nov. 20, 2012
Remy International, Inc.	Self-Attaching Cover for A Dynamoelectric Machine	U.S. 5315195	Not available	Apr. 22, 2013
Remy International, Inc.	Electrical Connector for Alternating Current Generators	U.S. 5350959	Not available	May 20, 2013
Remy International, Inc.	Bridge Rectifier Having An Output Terminal Stud	U.S. 5453648	Not available	Oct. 14, 2013
Remy International, Inc.	Alternating Current Generator	U.S. 5552651	Not available	July 3, 2015
Remy International, Inc.	Rotor Assembly for Hybrid Alternator	U.S. 5578885	Not available	Dec. 22, 2014
Remy International, Inc.	Method of Making An AC Generator Rotor Segment	U.S. 5607525	Not available	Sep. 19, 2014
Remy International, Inc.	Fan and Slip Ring Assembly	U.S. 5625244	Not available	Sep. 25, 2015
Remy International, Inc.	Rotor for Hybrid Generator Having Improved Magnet Retention	U.S. 5747913	Not available	May 12, 2015
Remy International, Inc.	Thermally Responsive Compressive Diode Assembly	U.S. 5773885	Not available	June 6, 2016
Remy International, Inc.	Electric Motor or	U.S. 6181038	Not available	May 15, 2017

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Inc.	Generator			
Remy International, Inc.	Apparatus and Method for Providing An Output Signal Indicative of Engine Rotational Speed and/or Generator Rotational Speed	U.S. 6215285	Not available	Oct. 20, 2019
Remy International, Inc.	Apparatus and Method for Motion-Based Activation of A Voltage Regulator	U.S. 6225790	Not available	Oct. 20, 2019
Remy International, Inc.	High Fill Stator Design	U.S. 6278213	Not available	Jan. 13, 2020
Remy International, Inc.	Thermally Responsive Compressive Diode Assembly	Japan 2802268	Not available	June 6, 2017
Remy International, Inc.	Air Cooled Machine & Cooling Fan	France 8122832	Not available	Dec. 17, 2001
Remy International, Inc.	Bridge Rectifier	Canada	Not available	Oct. 30, 2007
Remy International, Inc.	Generator Voltage Regulating System	U.S. 4636706	Not available	Sep. 12, 2005

Licensee	Patent Application	Application Serial Number	Application Date
Remy International, Inc.	Stator Winding Pattern for Reduced Magnetic Noise	U.S. 09/765184	June 4, 1999
Remy International, Inc.	Apparatus and Method for Providing An Output Signal Indicative of Engine Rotational Speed and/or Generator Rotational Speed	German 10051916.4	Aug. 14, 2000

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Remy International, Inc.	Common Pin Voltage	U.S. 09/841616	Feb. 15, 2000
Remy International, Inc.	Electromagnetic Pressing of Powder Iron for Stator Core Applications	U.S. 09/795201	Feb. 15, 2000
Remy International, Inc.	Rotor for An AC Generator	U.S. 09/900248	May 11, 2000
Remy International, Inc.	Slip Ring End (SRE) Fan Having Coil Lead Retention Feature	U.S. 09/723498	May 23, 2000
Remy International, Inc.	Rotor Slip Ring and Method of Coil to Slip Ring Termination	U.S. 09/723500	May 23, 2000
Remy International, Inc.	AC Generator Having Stator Assembly with Improved Phase Coil Insertion Order to Reduce Noise	U.S. 09/861179	May 11, 2000
Remy International, Inc.	Apparatus and Method for Securing Wires of A Rotor	U.S. 09/773274	Dec. 15, 2000
Remy International, Inc.	Voltage Regulator Control	U.S. 09/908478	Feb. 14, 2001
Remy International, Inc.	Electric Motor or Generator	UK 97201179.5	Jan. 22, 1997
Remy International, Inc.	Electric Motor or Generator	France 97201179.5	Jan. 22, 1997
Remy International, Inc.	Electric Motor or Generator	EP 97201179.5	Jan. 22, 1997
Remy International, Inc.	Electric Motor or Generator	Germany 97201179.5	Jan. 22, 1997

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Inc.			
Remy International, Inc.	Wave Wound Stator Assembly for A Rotating Machine	U.S. 09/540100	Apr. 10, 2000
Remy International, Inc.	Wave Wound Stator Assembly for A Rotating Machine	Germany 19939894.1	July 2, 1997
Remy International, Inc.	Front Mounted Electronics with Fan Cooling	U.S. 09/482594	Apr. 20, 1998
Remy International, Inc.	Integrated Plastic Pulley and Slip Ring Assembly	U.S. 09/491965	Apr. 20, 1998
Remy International, Inc.	Torsional Tuning of Generator to Reduce Noise	U.S. 09/576734	July 1, 1999
Remy International, Inc.	Electric Motor or Generator	Italy 200844.9	Nov. 19, 1999
Remy International, Inc.	Electric Motor or Generator	UK 200844.9	Nov. 19, 1999
Remy International, Inc.	Electric Motor or Generator	UK 9907511.1	Feb. 17, 1999
Remy International, Inc.	Electric Motor or Generator	France 200844.9	Nov. 19, 1999
Remy International, Inc.	Electric Motor or Generator	EP 200844.9	Nov. 19, 1999
Remy International, Inc.	Electric Motor or Generator	Germany 200844.9	Nov. 19, 1999
Remy International, Inc.	Compact Dynamoelectric Machine	U.S. 09/482368	Mar. 8, 1999
Remy International,	Rectifier Assembly for An	U.S. 09/483100	Mar. 8, 1999

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TRADEMARK  
REEL: 003681 FRAME: 0912

Inc.	Air-Cooled Generator		
Remy International, Inc.	Rotor Heat Exchanger	UK 9929099.1	Mar. 10, 1999

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date	Renewal Date
Remy Inc.	ROAD GANG	U.S. 1,953,001	Jan. 30, 1996	Jan. 30, 2006
Remy Inc.	ROAD GANG	Mexico 578,878	Nov. 28, 1996	Nov. 28, 2006
Remy Inc.	ROAD GANG	U.S. 2,494,892	Oct. 2, 2001	Oct. 2, 2011
Remy Inc.	ROAD GANG	Mexico 574,230	Mar. 31, 1998	Nov. 28, 2006
Remy Inc.	INTELLI-CHECK	U.S. 2,449,849	May 8, 2001	May 8, 2011
Remy Inc.	INTELLI-SCAN	U.S. 2,522,093	Dec. 25, 2001	Dec. 25, 2011
Remy Inc.	BLACK & RED SQUARE DESIGN	U.S. 2,695,461	March 11, 2003	March 11, 2013
Remy Inc.	TRADE DRESS DESIGN - CONFIGURATION OF TOP OF BATTERY	U.S. 2,907,539	Dec. 7, 2004	Dec. 7, 2014
Remy Inc.	11SI	U.S. 2,946,568	May 3, 2005	May 3, 2015
Remy Inc.	24SI	U.S. 2,946,567	May 3, 2005	May 3, 2015
Remy Inc.	35SI	U.S. 2,998,703	Sept. 20, 2005	Sept. 20, 2015
Remy Inc.	35SI HP	U.S. 2,998,704	Sept. 20, 2005	Sept. 20, 2015
Remy Inc.	BLACK & WHITE SQUARE (DESIGN ONLY)	U.S. 2,998,705	Sept. 20, 2005	Sept. 20, 2015
Remy Inc.	BLACK & RED OVAL DESIGN	U.S. 3,022,370	Dec. 06, 2005	Dec. 06, 2015
Remy Inc.	22SI HP	U.S. 3,157,934	Nov. 07, 2005	Nov. 07, 2015

Remy Inc.	MxT	U.S. 3,019,121	Nov. 29, 2005	Nov. 29, 2015
Remy International, Inc.	Black & red square design	Switzerland 520054	April 22, 2004	November 26, 2013
Remy International, Inc.	Black & red square design	European Union 3535011	May 20, 2005	May 10, 2013
Remy International, Inc.	Black & red square design	Mexico 826025	Nov. 19, 2003	Nov. 19, 2013
Remy International, Inc.	Black & red square design	Mexico 831844	Nov. 19, 2003	Nov. 19, 2013
Remy International, Inc.	Black & red square design	Mexico 821144	Nov. 19, 2003	Nov. 19, 2013
Remy International, Inc.	Black & red square design	China 3842916	Dec. 15, 2003	Feb. 6, 2013
Remy International, Inc.	Black & red square design	China 3842914	Dec. 15, 2003	Feb. 6, 2003
Remy International, Inc.	REMY (Stylized)	U.S. 77/150,056	Pending	
Remy International, Inc.	REMY (Nonstylized)	U.S. 77/150,085	Pending	
Remy International, Inc.	28SI	U.S. 77/152,136	Pending	
Reman Holdings, L.L.C.	NEW GOLD	U.S. 2,637,229	Oct. 15, 2002	Oct. 15, 2012
Unit Parts Company	MASTER QUALITY	U.S. 1,408,234	Sep. 9, 1986	Sep. 9, 2006
Unit Parts Company	MASTER QUALITY	U.S. 1,408,399	Sep. 9, 1986	Sep. 9, 2006
Unit Parts Company	UNIT PARTS	U.S. 1,414,150	Oct. 21, 1986	Oct. 21, 2006
Unit Parts Company	UNIT PARTS	U.S. 1,425,487	Jan. 20, 1987	Jan. 29, 2007
Unit Parts Company	SPC & Design	U.S. 1,762,445	Apr. 6, 1993	Apr. 6, 2013
Unit Parts Company	SPC & Design	U.S. 1,762,708	Apr. 6, 1993	Apr. 6, 2013
Unit Parts	MASTER	Canadian	Sept. 17, 1998	Sept. 17, 2008

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Company	QUALITY	500,832		
World Wide Automotive, L.L.C.	PRIDEMARK	U.S. 2,618,176	Sep. 10, 2002	Sep. 10, 2012
World Wide Automotive, L.L.C.	WORLD WIDE AUTOMOTIVE	U.S. 2,609,799	Aug. 20, 2002	Aug. 20, 2012
World Wide Automotive, L.L.C.	SILVER EDITION	U.S. 2,843,607	May 18, 2004	May 18, 2010
World Wide Automotive, L.L.C.	PEAK PERFORMER	U.S. 3,158,246	Oct. 17, 2006	Oct. 17, 2016
World Wide Automotive, L.L.C.	ELECTRA	U.S. 3,060,771	Feb. 21, 2006	Feb. 21, 2016

## II. TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Serial Number	Application Date
Remy International, Inc.	Black & red square design	Brazil - 826232540	January 30, 2004
Remy International, Inc.	Black & red square design	Brazil - 826232558	January 30, 2004
Remy International, Inc.	Black & red square design	Brazil - 826232531	January 30, 2004
Remy International, Inc.	Black & red square design	Canada - Not available	
Remy International, Inc.	Black & red square design	China - 3842915	December 15, 2003
Remy International, Inc.	Black & red square design	India - 1257802	December 29, 2003
Remy International, Inc.	Black & red square design	Korea (S.) - 2003/55746	December 16, 2003
Remy International, Inc.	Black & red square design	Mauritius - Not available	
Remy International, Inc.	Black & red square design	Tunisia - EE032206	December 30, 2003

## III. TRADEMARK LICENSES

LEGAL\_US\_E # 76163995.3  
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<b>Grantor</b>	<b>Name of Agreement</b>	<b>Date of Agreement</b>	<b>Parties</b>
General Motors	Trademark License Agreement – Delco Remy Trademark (perpetual)	July 31, 1994	Remy Inc. Remy International Inc.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Grantor	Copyright	Registration Number	Registration Date
Remy International Inc.	Best Practice Implementation Checklist -- Global Operational Excellence	TX 5830989	Nov. 7, 2003
Publitech, Inc.	Pride Mark - 2001 Edition, Alternators & Starters for Domestic & Import Vehicles (Catalog No. 15-117)	TX 5415260	Dec. 17, 2001
Publitech, Inc.	World Wide Automotive Agricultural - Industrial - Heavy Duty Alternators & Starters (Catalog No. HD-00-01)	TX 5415261	Dec. 13, 2001
Publitech, Inc.	New Gold - The Ultra Performer New Alternators & Starters for Domestic & Import Vehicles - Application Guide - 2002 Edition (Inaugural Issue) (Cat. No. WWNU-0602)	TX 5449611	Dec. 17, 2001
Publitech, Inc.	Ultima - Alternators & Starters - Premium Quality . . . Premium Components - 2001 Edition (Catalog No. 02001)	TX 5449619	Dec. 13, 2001
Publitech, Inc.	Starters & Alternators - Advance Auto Parts - Application & Identification Guide for	TX 5449735	Dec. 14, 2001

	Domestic & Import Vehicles - 2001 (Catalog No. AAP-01)		
Publitech, Inc.	Duralast - 2001 Import Edition Alternators & Starters for Import & Domestic Vehicles (Catalog No. I5-116)	TX 5449925	Dec. 13, 2001
Publitech, Inc.	Precision Alternator & Starter - Master Application Guide Remanufactured Alternators & Starters - Domestic & Import (2000)	TX 5456277	Dec. 13, 2001
Publitech, Inc.	Starters & Alternators - Western Auto - Application & Identification Guide for Domestic & Import Vehicles - 2001 - Sentry (Catalog No. WA-01)	TX 5463487	Dec. 6, 2001
Publitech, Inc.	World Wide Automotive - 2001 Edition - Alternators & Starters for Domestic & Import Vehicles Application Guide (Catalog No. I5-115)	TX 5469781	Dec. 18, 2001
Publitech, Inc.	PrideMark starters and alternators for import applications: 1988 catalog	TX 2-640-231	Mar. 6, 1989
Publitech, Inc.	World Wide Automotive: 1990 edition application guide for import alternators and starters	TX 2-767-934	Feb. 26, 1990
Publitech, Inc.	World Wide Automotive: 1989 edition application guide for import water pumps	TX 2-767-935	Feb. 26, 1990
Unit Parts Company	Master Quality -- Starter, Chrysler	TX 2155256	August 14, 1987

Unit Parts Company	Master Quality -- Alternator, Ford	TX 2155257	August 14, 1987
Unit Parts Company	Master Quality -- Starter, Ford	TX 2155258	August 14, 1987
Unit Parts Company	Master Quality -- Alternator, General Motors	TX 2155259	August 14, 1987
Unit Parts Company	Alternator, Chrysler, Master Quality	TX 2155262	August 14, 1987
Unit Parts Company	Starter, General Motors, Master Quality	TX 2155263	August 14, 1987

II. COPYRIGHT APPLICATIONS

Grantor	Copyright	Application Number	Date
None			

III. COPYRIGHT LICENSES

Grantor	Name of Agreement	Date of Agreement	Parties
None			



**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT (SECOND LIEN)**

This counterpart, dated \_\_\_\_\_, 200\_, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement (Second Lien), dated as of December 5, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Grantors and Barclays Bank PLC, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

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