

12-18-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/3/07)



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

103469284 ET  
TRADEMARK ONLY

12-13-07

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 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)  
See Schedule A attached hereto.

B. Trademark Registration No.(s)  
See Schedule A attached hereto.

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:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00**

- 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 MGETACHE 00000067 1953001

b. Deposit Account Number

01 FC:8521

Authorized User: \_\_\_\_\_

40.00 OP  
325.00 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: 42

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: 0921

**SCHEDULE A**  
**to**  
**TRADEMARK COVER SHEET**

| <b>Grantor</b> | <b>Trademark</b>   | <b>Registration Number</b> |
|----------------|--|----------------------------|
| Remy Inc.      | ROAD GANG  | U.S. 1,953,001             |
| Remy Inc.      | ROAD GANG  | U.S. 2,494,892             |
| Remy Inc.      | INTELLI-CHECK  | U.S. 2,449,849             |
| Remy Inc.      | INTELLI-SCAN   | U.S. 2,522,093             |
| Remy Inc.      | BLACK & RED SQUARE DESIGN                                  | U.S. 2,695,461             |
| Remy Inc.      | TRADE DRESS DESIGN -<br>CONFIGURATION OF TOP OF<br>BATTERY | U.S. 2,907,539             |
| Remy Inc.      | 11SI   | U.S. 2,946,568             |
| Remy Inc.      | 24SI   | U.S. 2,946,567             |
| Remy Inc.      | 35SI   | U.S. 2,998,703             |
| Remy Inc.      | 35SI HP  | U.S. 2,998,704             |
| Remy Inc.      | BLACK & WHITE SQUARE<br>(DESIGN ONLY)                      | U.S. 2,998,705             |
| Remy Inc.      | BLACK & RED OVAL DESIGN                                    | U.S. 3,022,370             |
| Remy Inc.      | 22SI HP  | U.S. 3,157,934             |
| Remy Inc.      | MxT  | U.S. 3,019,121             |

**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.

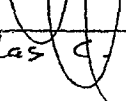
11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

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]



ACCEPTED AND ACKNOWLEDGED:

BARCLAYS BANK PLC, as Administrative Agent

By:     Anne E. Sutton    

Name:

Its: Duly Authorized Signatory

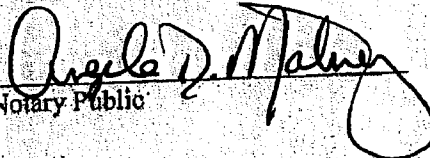
**ANNE E. SUTTON**  
**ASSOCIATE DIRECTOR**

[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

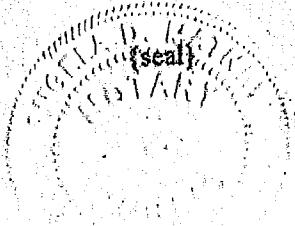
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
 )  
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, 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

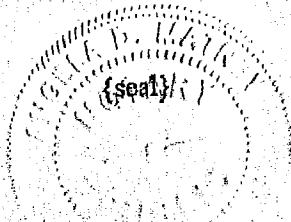
STATE OF Indiana )  
COUNTY OF Madison )

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

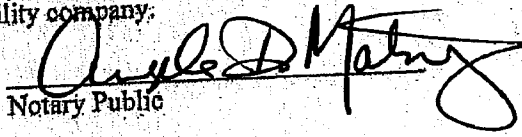


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

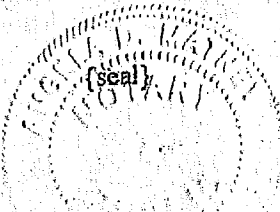
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
 )  
COUNTY OF Madison ) ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Law, 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. Laux, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of POWER INVESTMENTS, 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

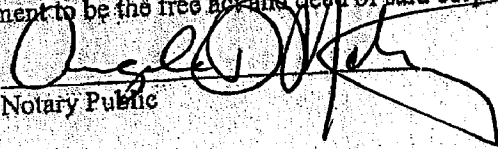


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  ) 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 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

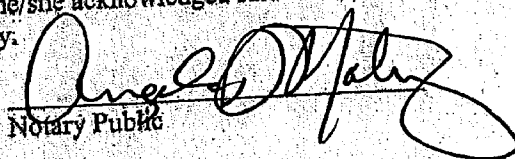


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

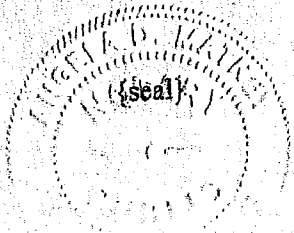
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  ) 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 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

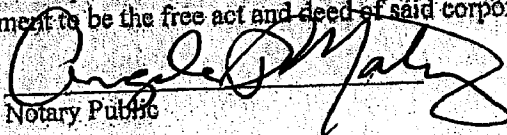


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

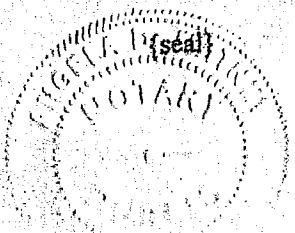
ACKNOWLEDGMENT OF GRANTOR

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



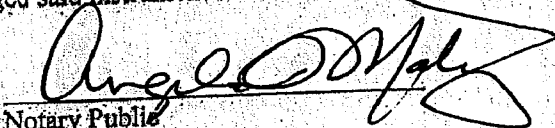
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]



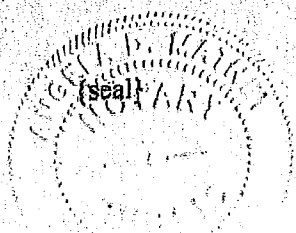
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  )     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 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



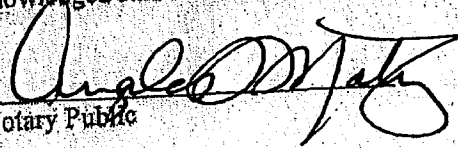
[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

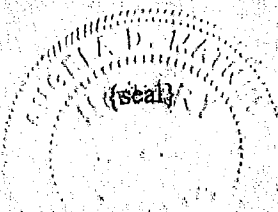
STATE OF Indiana )  
COUNTY OF Madison )

ss.

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laux, 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

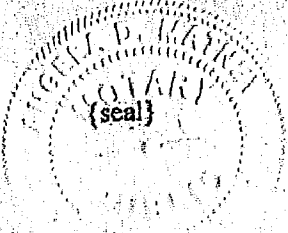
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

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]

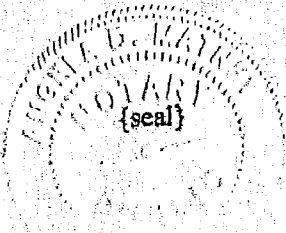
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  )     ss.  
COUNTY OF Madison )

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 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



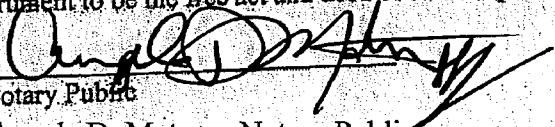
[SECOND LIEN TERM- INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

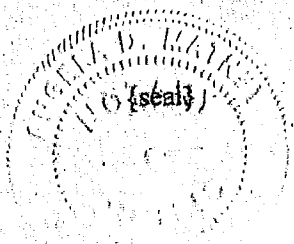
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

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 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

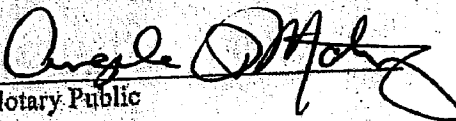


[SECOND LIEN TERM - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

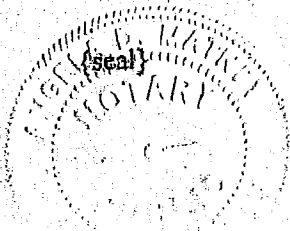
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                              )     ss.  
COUNTY OF Madison )

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 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

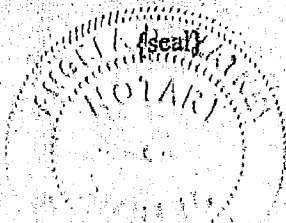
STATE OF Indiana )  
                                  ) )  
COUNTY OF Madison )

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]

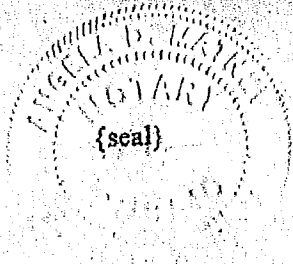
ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana )  
                                  ) ss.  
COUNTY OF Madison )

On this 30 day of Nov., 2007 before me personally appeared Douglas C. Laul, 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            |

LEGAL\_US\_E # 76163995.3  
 NYDOCS03/845898.7

|                          |   |                 |               |
|--------------------------|---|-----------------|---------------|
| 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   |

LEGAL\_US\_E# 76163995.3  
NYDOCS03/845898.7

|                          |   |                  |                    |
|--------------------------|---|------------------|--------------------|
| 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       |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

|                          |  |                   |                      |
|--------------------------|--|-------------------|----------------------|
| 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,       |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

|                          |  |                   |                     |
|--------------------------|--|-------------------|---------------------|
| 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    |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

**TRADEMARK**  
**REEL: 003681 FRAME: 0950**

|                          |  |              |               |               |
|--------------------------|--|--------------|---------------|---------------|
| 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,      | Electric Motor or  | U.S. 6181038 | Not available | May 15, 2017  |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

| 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    |

LEGAL\_US\_E# 76163995.3  
NYDOCS03/845898.7



|                          |  |                    |               |
|--------------------------|--|--------------------|---------------|
| 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 |

LEGAL\_US\_E# 76163995.3  
NYDOCS03/845898.7

|                          |   |                    |               |
|--------------------------|---|--------------------|---------------|
| 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, Inc. | Rectifier Assembly for An                         | U.S. 09/483100     | Mar. 8, 1999  |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

|                          |                      |              |               |
|--------------------------|----------------------|--------------|---------------|
| 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    |

LEGAL\_US\_E # 76163995.3  
NYDOCS03/845898.7

|                               |                       |                |               |               |
|-------------------------------|-----------------------|----------------|---------------|---------------|
| 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  
 NYDOCS03/845898.7

| <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.<br>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. I5-117)  | 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<br>(Catalog No. AAP-01)  |              |                 |
| Publitech, Inc.    | Duralast - 2001 Import Edition Alternators & Starters for Import & Domestic Vehicles<br>(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<br>(Catalog No. WA-01) | TX 5463487   | Dec. 6, 2001    |
| Publitech, Inc.    | World Wide Automotive - 2001 Edition - Alternators & Starters for Domestic & Import Vehicles Application Guide<br>(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 --<br>Alternator, Ford              | TX 2155257 | August 14, 1987 |
| Unit Parts Company | Master Quality --<br>Starter, Ford                 | TX 2155258 | August 14, 1987 |
| Unit Parts Company | Master Quality --<br>Alternator, General<br>Motors | TX 2155259 | August 14, 1987 |
| Unit Parts Company | Alternator, Chrysler,<br>Master Quality            | TX 2155262 | August 14, 1987 |
| Unit Parts Company | Starter, General<br>Motors, Master<br>Quality      | TX 2155263 | August 14, 1987 |

## II. COPYRIGHT APPLICATIONS

| <b>Grantor</b> | <b>Copyright</b> | <b>Application Number</b> | <b>Date</b> |
|----------------|------------------|---------------------------|-------------|
| None           |                  |                           |             |

## III. COPYRIGHT LICENSES

| <b>Grantor</b> | <b>Name of Agreement</b> | <b>Date of Agreement</b> | <b>Parties</b> |
|----------------|--------------------------|--------------------------|----------------|
| 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: