TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hydraulik-Ring GmbH		11/05/2009	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2689824	HR
Serial Number:	77247076	FASTPHASER

OP $65.00 2689824

CORRESPONDENCE DATA

Fax Number: (714)755-8290
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ATTORNEY DOCKET NUMBER:	045494-0018
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/11/2009

Total Attachments: 17
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 5, 2009 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (the "Grantors") in favor of JPMorgan Chase Bank, N.A., as first lien collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (for purposes of this Intellectual Property Security Agreement, the term "Secured Parties" shall have the meaning assigned to such term in the German IP Security Agreements referred to below).

A. Hilite Industries, Inc., and Hydraulik-Ring GmbH (collectively, the "Borrowers") and Hilite International, Inc. have entered into a First Lien Credit Agreement, dated as of November 5, 2009 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, Collateral Agent, common lien collateral agent, and issuing bank.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that each of the Grantors execute and deliver this Intellectual Property Security Agreement.

C. Concurrently with the execution and delivery of this Intellectual Property Security Agreement, each of the Grantors is executing and delivering to the Collateral Agent a First Ranking Intellectual Property Rights Pledge Agreement in favor of the Collateral Agent and the Secured Parties, as may be as amended, varied, re-enacted, or supplemented from time to time (collectively, the "German IP Security Agreements"); the provisions of the German IP Security Agreements are supplemental to the provisions of this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the applicable German IP Security Agreements) with respect to every Grantor, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of its right, title or interest in or to any and all rights relating to intellectual and similar property of every kind and nature arising under the laws of the United States or any political subdivision thereof, now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including without limitation the following (the "U.S. Intellectual Property Collateral"):

(1) (a) all letters patent of the United States or any political subdivision thereof, all issuances and recordings thereof, and all applications for letters patent of the United States, including issuances, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any political subdivision thereof,

including those listed on Schedule A attached hereto, (b) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import, sell and/or offer to sell the inventions and improvements disclosed or claimed therein, and (c) the right to sue or otherwise recover for past, present and future infringements thereof ((a), (b) and (c) collectively referred to as the "Patents");

(2) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether arising under the laws of the United States or any political subdivision thereof, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, including those listed on Schedule B attached hereto, (b) all renewals and extensions thereof, (c) all goodwill of the business connected with the use thereof or symbolized thereby, and (d) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to such goodwill ((a), (b), (c) and (d) collectively referred to as the "Trademarks");

(3) (a) all copyrights arising under the laws of the United States or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, (b) all registrations and recordings and applications for registration of any such copyright in the United States or any political subdivision thereof, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule C attached hereto, (c) all extensions and renewals thereof, and (d) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing ((a), (b), (c) and (d) collectively referred to as the "Copyrights");

(4) (a) any agreement (whether or not in writing), now or hereafter in effect, granting to any third party any right to make, use, sell, offer to sell or import, distribute or otherwise exploit any invention claimed by a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use, sell, offer to sell, import, distribute or otherwise exploit any invention claimed by a patent, in each case, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; (b) any agreement (whether or not in writing), now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; (c) any agreement (whether or not in writing), now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement; and (d) any other license or sublicense

agreement to which any Grantor is a party ((a), (b), (c) and (d) collectively referred to as the "Licenses");

(5) all inventions, designs, Software (as defined in Section 9-102(a)(75) of the New York Uniform Commercial Code), trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases;

(6) all embodiments or fixations of the foregoing and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing;

(7) the right to sue at law or equity or otherwise recover for any past, present and future infringement or other violation of the foregoing; and

(8) all Proceeds (as defined in Section 9-102 of the New York Uniform Commercial Code) with respect to any of the foregoing.Notwithstanding the foregoing or anything else herein to the contrary, the term "U.S. Intellectual Property Collateral" shall not include any of the following assets and properties now owned or hereinafter acquired or created by any Grantor or in which such Grantor has or at any time in the future may acquire any right, title or interest:

(i) any license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), *provided, however,* that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above; and

(ii) any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Section 1(c) or Section 1(d) of the Lanham Act has been filed, solely to the extent that such a grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such "intent-to-use" application.

SECTION 2. COVENANTS.

A. Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the U.S. Intellectual Property Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment. Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

B. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office and the United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

C. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Intellectual Property Security Agreement, the granting of the Security Interest and the filing of any financing statements or other documents (including this Intellectual Property Security Agreement) in connection herewith or therewith. Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantor, to supplement this Intellectual Property Security Agreement by supplementing Schedules A, B and C or adding additional schedules hereto to specifically identify any asset or item that may constitute Patents, Trademarks or Copyrights.

D. Upon and during the continuance of an Event of Default (as defined in the applicable Credit Agreement), each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

E. Each Grantor agrees that, should it obtain an ownership in any item of United States intellectual property during any fiscal year which is not, as of the date hereof, a part of the U.S. Intellectual Property Collateral, including filing any application for any Patent, Trademark or Copyright with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States (the "After-Acquired U.S. Intellectual Property"), (i) the provisions of this Section 1 shall automatically apply thereto, (ii) any such After-Acquired U.S. Intellectual Property, and in the case of Trademarks, the goodwill of business connected therewith or symbolized thereby, shall automatically become part of the U.S. Intellectual Property Collateral, and the provisions of this Section 2 shall automatically apply thereto, (iii) it shall give written notice thereof to the Collateral Agent within 45 days after the end of each of the first three fiscal quarters and within 90 days after the end of

each fiscal year, and (iv) it shall provide the Collateral Agent promptly with an amended Schedule A, B or C, as applicable, and execute, deliver and have recorded any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the security interest of the Collateral Agent and the Secured Parties in such After-Acquired U.S. Intellectual Property; each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the purpose of recording the Collateral Agent's security interest therein, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

SECTION 3. RECORDATION. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. DUAL LIEN INTERCREDITOR AGREEMENT. This Intellectual Property Security Agreement is subject to the terms of the Dual Lien Intercreditor Agreement (as defined in the Credit Agreement). The appointment of the Collateral Agent and the control by the Secured Parties of the Collateral Agent shall be governed by the terms of such Dual Lien Intercreditor Agreement.

SECTION 5. EXECUTION IN COUNTERPARTS. This Intellectual Property Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. GOVERNING LAW.

This Intellectual Property Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

HYDRAULIK-RING GMBH

By: _____
Name: Joseph W. Carreras
Title: Managing Director

By: _____
Name: Michael T. Kestner
Title: Managing Director

HILITE GERMANY GMBH & CO. KG

By: Hilite Germany Management GmbH,
its General Partner

By: _____
Name: Michael T. Kestner
Title: Managing Director

HILITE GERMANY MANAGEMENT GMBH

By: _____
Name: Michael T. Kestner
Title: Managing Director

HILITE EUROPE GMBH

By: _____
Name: Michael T. Kestner
Title: Managing Director

HYDRAULIK-RING INDUSTRIEHYDRAULIK GMBH & CO. GRUNDSTÜCKSVERWALTUNGS-KG

By: Hilite Germany Management GmbH, its General Partner

By: _____

Name: Michael T. Kestner
Title: Managing Director

SCHEDULE A

PATENTS

Patents and Patent Applications

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Doubled Cam shaft adjuster in layered construction	12/319226 02.01.2009	N/A N/A
Hydraulik-Ring GmbH	Control Of A Camphaser	10/578527 27.06.2005	7513230 07.04.2009
Hydraulik-Ring GmbH	Storage For A Liquid Media	10/626408 24.07.2003	6923223 02.08.2005
Hydraulik-Ring GmbH	Solenoid Valve, In Particular, A Pressure Control Valve	09/921292 02.08.2001	6578606 17.06.2003
Hydraulik-Ring GmbH	Freeze-resistant metering valve	11/417538 03.05.2006	7594516 29.11.2009
Hydraulik-Ring GmbH	Compensation Device for compensating volumetic expansion of media, especially of a area-water solution during freezing	10/605763 24.10.2003	7089962 15.08.2006
Hydraulik-Ring GmbH	Vane Camphaser With Limited Leakage	11/447608 05.06.2006	N/A N/A
Hydraulik-Ring GmbH	Device And Method For Selecting A Gutter Of A Transmission	10/093356 07.03.2002	6615682 09.09.2003
Hydraulik-Ring GmbH	Gear Actuator For Engaging And/Or Disengaging Gears Of A Transmission	10/093361 07.03.2002	6723021 20.04.2004
Hydraulik-Ring GmbH	Adjusting Drive System For Transmission Of Motorized Vehicles	08/224860 08.04.1994	5623852 29.04.1997
Hydraulik-Ring GmbH	Throttle Valve Especially For High Pressure Diesel Pumps Of Injection Devices Of Motor Vehicles	10/249426 08.04.2003	6910465 28.06.2005
Hydraulik-Ring GmbH	Device For Exhaust Gas Treatment Of Vehicle, Especially For Diesel Engine Vehicle	10/605274 08.07.2003	7000381 21.02.2006
Hydraulik-Ring GmbH	Filter Cartridge For Liquid Media At Risk For Freezing, Particularly For Use In Fuel Cell Operated Vehicles And In Internal Combustion Engines	10/249808 09.05.2003	7296689 20.11.2007

[1] Note that the date format in this column is DD.MM.YYY

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Valve Stroke Control For Internal Combustion Engines Of Motor Vehicles	10/249805 09.05.2003	6779497 24.08.2004
Hydraulik-Ring GmbH	Filter Unit For Freezable Liquids, Particularly For A Metering Unit Of An Exhaust Gas Treatment Device	10/249807 09.05.2003	7156239 02.01.2007
Hydraulik-Ring GmbH	Starting Device For A Consumer, Such As A Camshaft Adjuster, Automatic Gearbox And Suchlike, Of A Vehicle, Especially A Motor Vehicle	10/249458 11.04.2003	7047931 23.05.2006
Hydraulik-Ring GmbH	Hydraulic Valve, In Particular An Adjustable Pressure Control Valve	09/636629 11.08.2000	6397891 04.06.2002
Hydraulik-Ring GmbH	Adjusting device for camshafts, particularly for motor vehicles	10/707523 19.12.2003	7178495 20.02.2007
Hydraulik-Ring GmbH	Actuating Device For Securing A Camshaft Of An Engine Of A Motor Vehicle In A Start Position	10/709092 13.04.2004	7107952 19.10.2006
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	10/436122 12.05.2003	6871621 29.03.2005
Hydraulik-Ring GmbH	Actuator for gearshift mechanisms of motor vehicles	09/151884 11.09.1998	6223617 01.05.2001
Hydraulik-Ring GmbH	Camshaft adjuster having a means for securing against modification	11/248,508 12.10.2005	7273025 25.09.2007
Hydraulik-Ring GmbH	Hydraulic circuit, particularly for camshaft adjusters, and corresponding control element	12/283881 15.09.2008	N/A N/A
Hydraulik-Ring GmbH	Valve with check valve	11/384177 16/03/2006	7600531 13/10/2009
Hydraulik-Ring GmbH	Electromagnet (Solenoid Valve) With Sleeve-Shaped Housing	08/587970[2] 17.01.2006	5871201 16.02.1999
Hydraulik-Ring GmbH	Camshaft adjusting device for vehicles, especially motor vehicles	10/904164 27.10.2005	N/A N/A
Hydraulik-Ring GmbH	Rotor of a camshaft adjuster	11/655767 18.01.2007	7497193 03.03.2009
Hydraulik-Ring GmbH	Valve having at least one screen	10/248096 12.18.2002	N/A N/A
Hydraulik-Ring GmbH	Control Device For A Semiautomatic Gearshift Mechanism Of Vehicles, Preferably Motor Vehicles	10/102551 19.03.2002	6851326 08.02.2005

[2] Assignee is Mannesmann Rexroth AG.

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	10/707530 19.12.2003	6883480 26.04.2005
Hydraulik-Ring GmbH	Valve Control For Adjusting The Stroke Of Valves Of Motor Vehicle Engines	10/249173 20.03.2003	6814036 09.11.2004
Hydraulik-Ring GmbH	Directional Seat Valve	09/510595 22.02.2000	6336470 08.01.2002
Hydraulik-Ring GmbH	Camshaft adjuster for vehicles, especially motor vehicles	10/709216 22.04.2004	7246580 24.07.2007
Hydraulik-Ring GmbH	Check Valve And Valve Arrangement Comprising Such A Check Valve	10/064961 23.08.2002	6899126 31.05.2005
Hydraulik-Ring GmbH	Camshaft adjusting device for internal combustion engines of motor vehicles	10/708335 25.02.2004	6928971 16.08.2005
Hydraulik-Ring GmbH	Electromagnetic Valve (Solenoid Valve)	09/719674 26.03.2001	6789778 14.09.2004
Hydraulik-Ring GmbH	Camshaft adjuster with play-free locking	11/340021 26.01.2006	7331318 19.02.2008
Hydraulik-Ring GmbH	Solenoid Valve	09/259523 26.02.1999	6202699 20.03.2001
Hydraulik-Ring GmbH	Valve, Especially proportional Solenoid Valve	10/708334 25.02.2004	N/A N/A
Hydraulik-Ring GmbH	Hydraulic Circuit, particularly for camshaft adjusters, and corresponding control element	12/283881 15.09.2008	N/A N/A
Hydraulik-Ring GmbH	Pressure Control Valve	11/114555 26.04.2005	7497232 03.03.2009
Hydraulik-Ring GmbH	Solenoid And Hydraulic Valve With A Solenoid	09/624125 24.07.2000	6315268 13.11.2001
Hydraulik-Ring GmbH	Rotor for vane-type motor with reduced leakage	11/447608 05.06.2006	N/A N/A
Hydraulik-Ring GmbH	Apparatus for tensioning of a camshaft drive	08/313353 27.09.1994	5597367 28.01.1997
Hydraulik-Ring GmbH	Solenoid valve and method for its manufacture	08/720026 27.09.1996	5911400 15.06.1999
Hydraulik-Ring GmbH	Hydraulic Valve, Especially For Controlling A Camshaft Movement In A Motor Vehicle	09/446840 29.04.2000	6289921 18.09.2001

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Oscillating motor for a camshaft adjusting device	10/604530 29.07.2003	7275476 02.10.2007
Hydraulik-Ring GmbH	Device for adjusting a camshaft of an internal combustion engine of a motor vehicle	10/707992 30.01.2004	7117832 10.10.2006
Hydraulik-Ring GmbH	Rotor for vane-type motor with reduced leakage	10/709375 30.04.2004	7121553 17.10.2006
Hydraulik-Ring GmbH	Hydraulic System For Actuating At Least Two Operational Areas In A Vehicle	09/364400 30.07.1999	6223763 01.05.2001
Hydraulik-Ring GmbH	Calibrated Dosing Unit, Especially Of An Exhaust Treatment Unit	12/011329 25.01.2008	N/A N/A
Hydraulik-Ring GmbH	Hydraulic circuit particularly for camshaft adjusters and corresponding control element	12/283882 15.09.2008	N/A N/A
Hydraulik-Ring GmbH	Injection Device For The Treatment Of Exhaust Fumes From Motor Vehicles	11/368129 02.03.2006	N/A N/A
Hydraulik-Ring GmbH	Stroke adjusting device for valves of a combustion engine	10/518739 21.03.2006	7418935 02.09.2008
Hydraulik-Ring GmbH	Camshaft adjuster with a locking position that, with regard to design, is freely selectable	11/369519 06.03.2006	7278385 09.10.2007
Hydraulik-Ring GmbH	Proportional solenoid valve for a camshaft adjusting device of motor vehicles	10/707807 14.01.2004	7069951 04.07.2006
Hydraulik-Ring GmbH	Valve, especially proportional solenoid valve	10/708334 25.02.2004	7013920 21.03.2006
Hydraulik-Ring GmbH	Pressure control valve, especially for high pressure diesel pumps of injection devices of motor vehicles	10/249923 08.04.2003	7013877 21.03.2006
Hydraulik-Ring GmbH	Camshaft adjusting device for vehicles, especially motor vehicles	10/904164 27.10.2004	7004129 28.02.2006
Hydraulik-Ring GmbH	Actuating device, especially a hydraulic or pneumatic actuator, for transmissions of vehicles, particularly motor vehicles	10/605123 10.09.2003	6981429 03.01.2006
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	10/709093 13.04.2004	6968815 29.11.2005
Hydraulik-Ring GmbH	Camshaft adjusting device for internal combustion engines of motor vehicles	10/708335 25.02.2004	6928971 16.08.2005
Hydraulik-Ring GmbH	Valve having at least one screen	10/248096 18.12.2002	6892759 17.05.2005

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Proportional solenoid valve, preferably proportional throttle valve, especially for high pressure diesel pumps of motor vehicles	10/249514 16.04.2003	6833779 21.12.2004
Hydraulik-Ring GmbH	Solenoid valve, in particular, a pressure control valve	10/249822 09.05.2003	6814103 09.11.2004
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	09/975301 11.10.2001	6739297 25.05.2004
Hydraulik-Ring GmbH	Control device for switching intake and exhaust valves of internal combustion engines	09/972025 05.10.2001	6681732 27.01.2004
Hydraulik-Ring GmbH	Control device for semiautomatic gearshift mechanisms of vehicles, in particular, motor vehicles	09/797416 28.02.2001	6497160 24.12.2002
Hydraulik-Ring GmbH	Hydraulic system for actuating at least two operating systems of a motor vehicle	09/874871 04.06.2001	6474749 05.11.2002
Hydraulik-Ring GmbH	Travel measuring and control device for motor vehicle transmissions	09/603298 23.06.2000	6457376 01.10.2002
Hydraulik-Ring GmbH	Pump for conveying fuel in an internal combustion engine	09/738544 18.12.2000	6454544 24.09.2002
Hydraulik-Ring GmbH	Hydraulic displacement machine	09/468482 17.12.1999	6450792 17.09.2002
Hydraulik-Ring GmbH	Actuating device for a differential lock, preferably a frictional lock	09/594914 15.06.2000	6419607 16.06.2002
Hydraulik-Ring GmbH	Protective device for producing very small bores in tubular components, and method for producing bores	09/359993 22.07.1999	6407362 18.06.2002
Hydraulik-Ring GmbH	Directional seat valve	09/827118 05.04.2001	6390117 21.05.2002
Hydraulik-Ring GmbH	Pressure medium supply arrangement for a continuous variable transmission	09/558255 25.04.2000	6387000 14.05.2002
Hydraulik-Ring GmbH	Valve control mechanism for intake and exhaust valves of internal combustion engines	09/441652 12.11.1999	6374784 23.04.2002
Hydraulik-Ring GmbH	Method for machining control edges of a valve for a fuel injection device of an internal combustion engine and fuel injection device with such a valve	09/450519 29.11.1999	6371382 16.04.2002
Hydraulik-Ring GmbH	Control valve for fuel injection devices for internal combustion engines	09/450517 29.11.1999	6345804 12.02.2002
Hydraulik-Ring GmbH	Radial piston pump	09/446493 18.05.2000	6328537 11.12.2001

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Hydraulic positive displacement machine	09/552070 19.04.2000	6293777 25.09.2001
Hydraulik-Ring GmbH	Fuel injection device for internal combustion engines	09/450518 29.11.1999	6293252 25.09.2001
Hydraulik-Ring GmbH	Fuel injection device for internal combustion engines	09/425853 11.09.2001	6286484 22.10.1999
Hydraulik-Ring GmbH	Pressure regulator for controlling the pre-injection quantity of fuel in internal combustion engines	09/425854 22.10.1999	6279543 28.08.2001
Hydraulik-Ring GmbH	Closure arrangement for a container with clamping projections and interfitting slanted grooves	09/259525 26.02.1999	6227390 08.05.2001
Hydraulik-Ring GmbH	Arrangement for determining the position of an object of measurement without contacting the object	09/249687 12.02.1999	6222360 24.04.2001
Hydraulik-Ring GmbH	Damping device for movable masses, preferably for electromagnetic systems	09/364399 30.07.1999	6205964 27.03.2001
Hydraulik-Ring GmbH	Actuating device for automation of a manual transmission of vehicles, especially motor vehicles	09/012782 23.01.1998	6164182 26.12.2000
Hydraulik-Ring GmbH	Actuator for gear shifting mechanisms for motor vehicles	08/850626 02.05.1997	5957028 28.09.1999
Hydraulik-Ring GmbH	Actuating device for brakes of a vehicle, preferably a motor vehicle	08/785847 21.01.1997	5941611 24.08.1999
Hydraulik-Ring GmbH	Control device using a single actuator to rotate and translate a shift selector for automatically operating a manual transmission of a vehicle	08/820695 18.03.1997	5916326 29.06.1999
Hydraulik-Ring GmbH	Control device, especially for a transmission of a motor vehicle, as well as a method for manufacturing such a control device	08/695365 09.08.1996	5887851 30.03.1999
Hydraulik-Ring GmbH	Actuating device for automatically operating manual transmissions of vehicles	08/804730 21.02.1997	5878622 09.03.1999
Hydraulik-Ring GmbH	Actuating device, preferably for vehicles, especially for motor vehicles	08/785908 21.01.1997	5821671 13.10.1998
Hydraulik-Ring GmbH	Actuating device for coupling of an automatic transmission of a vehicle	08/785907 21.01.1997	5802849 08.09.1998
Hydraulik-Ring GmbH	Actuator for a position-adjusting device, preferably for a valve lift adjusting device of motor vehicles	08/702312 23.08.1996	5732612 31.03.1998
Hydraulik-Ring GmbH	Actuator system for gear shifting mechanisms of motor vehicles	08/610669 04.03.1996	5722297 03.03.1998

Debtor/Grantor	Title	Appl. No. Filing Date[1]	Patent No. Issue Date[1]
Hydraulik-Ring GmbH	Adjusting drive for transmission of motorized vehicles	08/224909 08.04.1994	5706712 13.01.1999
Hydraulik-Ring GmbH	Actuating device for the throttle valve of a carburetor for use with an automatic transmission of a motorized vehicle	08/282734 29.07.1994	5603244 18.02.1997
Hydraulik-Ring GmbH	Electroproportional solenoid valve unit	08/386372 10.02.1995	5592972 14.01.1997
Hydraulik-Ring GmbH	Separable insertion-type pipe connection	08/076128 14.06.1993	5492374 20.02.1996
Hydraulik-Ring GmbH	Proportional solenoid valve unit	08/386377 10.02.1995	5487410 30.01.1996
Hydraulik-Ring GmbH	Volume flow control for hydraulic systems of vehicles, especially for steering devices of motor vehicles	08/150492 10.11.1993	5398594 21.03.1995
Hydraulik-Ring GmbH	Piston-slide-valve	07/849732 12.03.1992	5329841 19.07.1994
Hydraulik-Ring GmbH	Hydraulic solenoid valve	07/959318 09.10.1992	5323809 28.06.1994
Hydraulik-Ring GmbH	Proportional magnet valve	07/930979 14.08.1992	5322259 21.06.1994
Hydraulik-Ring GmbH	Clutch for vehicles	07/994918 22.12.1992	5301781 12.04.1994
Hydraulik-Ring GmbH	Arrangement for the tensioning and adjusting of a camshaft chain drive	07/663670 04.03.1991	5120278 09.06.1992
Hydraulik-Ring GmbH	Chain tensioner for an internal-combustion engine	07/666674 04.03.1991	5117786 02.06.1992
Hydraulik-Ring GmbH	Chain drive tensioning and adjusting arrangement	07/663603 04.03.1991	5109813 05.05.1992

Patent Licenses

- License Agreement between Hydraulik-Ring GmbH and AISIN Seiki Kabushiki Kaisha ("AISIN") regarding AISIN's patents nos. EP 0781899B1 (dirt pocket), DE 198 25 288 (belt driven VVT), and mutual covenant not to sue.

- Cross-License Agreement between Hilite International, Inc./Hydraulik-Ring ("Hilite") and Schaeffler KG ("INA") regarding INA's patents nos. DE 42 18 078C5, DE 42 180 82, DE 43 175 27 B4 and Hilite's patents nos. EP 0 978 638 B1, EP 1 331 737 A2, EP 1 452 698 B1, DE

197 29 935 B4, DE 198 53 670 B4, DE 41 31 384 C2

- License Agreement between Hydraulik-Ring GmbH and enTec CONSULTING GmbH ("enTec") regarding enTec's patents/applications nos. DE 101 40 635.5-13, DE 102 280 22.3-13 and DE 102 61 304.4.

- Declaration of Thomas Magnete GmbH not to sue Hydraulik-Ring regarding patent no. DE 10 2005 058 846.

SCHEDULE B

TRADEMARKS

Hydraulik-Ring GmbH		21-SEP-2000 25-FEB-2003	Registered	76/132482 2689824
Hydraulik-Ring GmbH	FASTPHASER	03-AUG-2007 N/A	opposition period completed; Notice of Allowance issued 09-JUN-2009	77/247076 N/A

SCHEDULE C

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None.