

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMP Advanced Development, LLC		04/27/2012	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85088266	MINI-HYBRID	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-0864		
NAME OF SUBMITTER:	Scott Kareff (014951-0864)		
Signature:	/Scott Kareff/		

CH \$40.00 85088266

Date:

04/30/2012

**Total Attachments: 3**

source=Trademark Assignment for EMP - Ableco#page1.tif

source=Trademark Assignment for EMP - Ableco#page2.tif

source=Trademark Assignment for EMP - Ableco#page3.tif

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, EMP Advanced Development, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 21, 2007, as reaffirmed by the Reaffirmation Agreement, dated as of April 30, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 27, 2012.

GRANTOR:

EMP ADVANCED DEVELOPMENT, LLC

By: Rick Nardi  
Name: RIK NARDI  
Title: CFO

STATE OF INDIANA  
ss.:  
COUNTY OF MARION

On this 27<sup>th</sup> day of April, 2012, before me personally came RIK NARDI, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of EMP ADVANCED DEVELOPMENT, LLC, a LIMITED LIABILITY CORPORATION, and that s/he executed the foregoing instrument in the firm name of EMP ADVANCED DEVELOPMENT, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tari L. Eversole  
[NOTARY SEAL]



SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
MINI-HYBRID	US	85088266	7/20/2010	Pending