

06-30-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101393644

F-25-00

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
 03  31  2000

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Automotive Sealing Systems, SA

Formerly

Execution Date  
Month Day Year  
 03  31  2000

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Luxembourg

**Receiving Party**

Mark if additional names of receiving parties attached

Name  DLJ Capital Funding, Inc.

DBA/AKA/TA

Composed of  277 Park Avenue

Address (line 1)  10<sup>th</sup> Floor

Address (line 2)

Address (line 3)  New York  New York  10172

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/12/2000 RSCOTT 00000003 0653630

**FOR OFFICE USE ONLY**

01 FC:481 40.00 OP  
02 FC:482 300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002094 FRAME: 0554

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0653630"/>	<input type="text" value="0688555"/>	<input type="text" value="0812370"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0895293"/>	<input type="text" value="0913919"/>	<input type="text" value="0931125"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0940482"/>	<input type="text" value="0949318"/>	<input type="text" value="1006547"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim

Name of Person Signing

Signature

5/22/09

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1040109	1197176	1388312
2005606	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 31, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of DLJ Capital Funding, Inc., as security agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Automotive Sealing Systems Limited, has entered into a Facilities Agreement dated as of January 28, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), DLJ Capital Funding, Inc., as Security Agent, and the Lender Parties party thereto. Terms defined in the Facilities Agreement and not otherwise defined herein are used herein as defined in the Facilities Agreement.

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated March 31, 2000 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the United States, patents and patent applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit E to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) the United States trademark and service mark registrations and applications forth in Schedule II hereto (as such Schedule II may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Trademarks");
- (iii) the United States copyright registrations and applications set forth in Schedule III hereto (as such Schedule III may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Senior Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner or Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

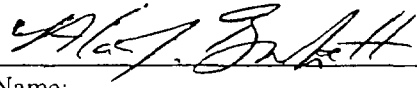
Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCHLEGEL CORPORATION

By:   
Name:  
Title:

BTR ANTIVIBRATION SYSTEMS, INC.

By:   
Name:  
Title:

Schedule II to IP Security Agreement

**TRADEMARKS**

**BTR Antivibration Systems, Inc.**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Goods</b>
Raykin	10/29/1957	0653630	Dock and wharf fender buffers.

**Schlegel Corporation**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Goods</b>
Schlegel	11/24/1959	0688555	Weather stripping and weather seals of the woven pile type. Including woven pile lining.
Poly-Pile	08/09/1966	0812370	Weather strip.
Schlegel #5	07/28/1970	0895293	Polishing disks or buffs.
Bristlepile	06/08/1971	0913919	Pile fabric for making brushes, scrubbing brushes, and the like.
Round-Up	03/21/1972	0931125	Unimpregnated polishing buffs.
Schlegel	08/08/1972	0940482	Unimpregnated polishing buffs.
Nth And Design	12/26/1972	0949318	Unimpregnated polishing discs or buffs.
Poly-Bond	03/11/1975	1006547	Weather strip.
Schlegel	05/25/1976	1040109	Weather stripping.
Lectra-Con and Design	06/08/1982	1197176	Electrically conducting brushes.
Q-Lon	04/01/1986	1388312	Weather stripping.
Dacs	10/08/1996	2005606	Power operated presses or machine presses for industrial or commercial use to compress powdery substances.

# SHEARMAN & STERLING

FAX: 212-848-7179  
TELEX: 667290 WUI  
www.shearman.com

599 LEXINGTON AVENUE  
NEW YORK, N.Y. 10022-6069  
212 848-4000

ABU DHABI  
BEIJING  
DÜSSELDORF  
FRANKFURT  
HONG KONG  
LONDON  
MENLO PARK  
NEW YORK  
PARIS  
SAN FRANCISCO  
SINGAPORE  
TOKYO  
TORONTO  
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:

212-848-4406

May 22, 2000

Director of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Security Agreement between Automotive Sealing  
Systems, SA and DLJ Capital Funding, Inc.  
Our Ref: 31002/11

Sir:

Enclosed for recording is a Security Agreement granting a security interest from Automotive Sealing Systems, SA in favor of DLJ Capital Funding, Inc. Also enclosed is our check for \$340.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

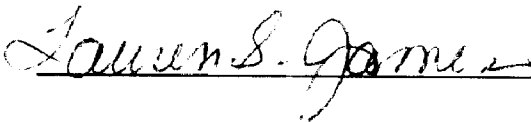
Please return the recorded Security Agreement to the undersigned.

Respectfully submitted,

By: 

Alexander M. Kim, Esq  
SHEARMAN & STERLING  
599 Lexington Avenue  
New York, NY 10022  
(212) 848-4000

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Honorable Director of Patents and Trademarks, Washington, D.C. 20231, on May 22, 2000



Enclosure

NYDOCS04/264598.2

RECORDED: 05/25/2000

TRADEMARK  
REEL: 002094 FRAME: 0561