

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schlegel Corporation		09/14/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	231 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	National banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0931125	ROUND-UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)698-4544		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.849.8174		
<b>Email:</b>	yshu@mcguirewoods.com		
<b>Correspondent Name:</b>	Yuan-Ying Hsu, McGuireWoods LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1815		
<b>ATTORNEY DOCKET NUMBER:</b>	2039261-0022		
<b>NAME OF SUBMITTER:</b>	Yuan-Ying Hsu		
<b>Signature:</b>	/Yuan-Ying Hsu/		
<b>Date:</b>	10/04/2007		

OP \$40.00 0931125

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2007 (this "Trademark Security Agreement"), by SCHLEGEL CORPORATION, a New York corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, MAPS HOLDINGS, INC., a Delaware corporation, METZELER AUTOMOTIVE PROFILE SYSTEMS TECHNICAL CENTER, INC., a Tennessee corporation, METZELER AUTOMOTIVE PROFILE SYSTEMS IOWA, INC., a Delaware corporation, METZELER AUTOMOTIVE PROFILE SYSTEMS KEOKUK, LLC, a Delaware limited liability company, METZELER AUTOMOTIVE PROFILE SYSTEMS NORTH AMERICA, INC., a Michigan corporation, METZELER AUTOMOTIVE PROFILE SYSTEMS DURANGO, S. DE R.L. DE C.V., METZELER AUTOMOTIVE PROFILE SYSTEMS OKLAHOMA, INC., an Oklahoma corporation, METZELER AUTOMOTIVE PROFILE SYSTEMS NORTH CAROLINA, INC., a Delaware corporation, BTR HOLDINGS DE MEXICO, S.A. DE C.V., and METZELER AUTOMOTIVE PROFILE SYSTEMS MEXICO, S.A. DE C.V., SCHLEGEL CANADA INC., a corporation organized under the laws of Canada, as Guarantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of the Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur LC Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) As used herein, the following terms shall have the meaning set for below:

"Trademark License" means any written agreement, in which the Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether the Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which the Grantor has

obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by the Grantor and now or hereafter covered by such license agreements.

“Trademarks” means any of the following in which the Grantor now holds or hereafter acquires any right, title or interest: (a) any United States, Canadian or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof, Canada or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

## 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

The Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

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

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security

interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. The Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### 4. COVENANTS.

(a) Except as would not have a material adverse effect on the value or enforceability of, or any rights of the Grantor or Agent in, any material portion of the Trademark Collateral, the Grantor shall (i) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, any Trademark or Trademark License set forth in **Schedule I** or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of the Grantor or Agent in, any material portion of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantor. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of the Grantor or Agent in, any material portion of the Trademark Collateral, Grantor shall not, without Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in **Schedule I** or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in **Schedule I**. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Trademark Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantor fails to comply with any of the foregoing provisions of this **Section 4**, Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees, jointly and severally, to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, Agent may, but shall not be required to, pay,

satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

(b) Grantor shall promptly advise Agent of any right, title or interest of the Grantor obtained after the date hereof in or to any material Trademarks or Trademark License not specified on **Schedule I** hereto, the provisions of Section 2 above shall automatically apply thereto, and Grantor hereby authorizes and appoints Agent as the Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to **Schedule I**, to make any additional filings. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending **Schedule I** to include any future Trademarks or Trademark Licenses that are Trademark Collateral under **Section 2** above. Agent will make reasonable efforts to provide copies of such amended **Schedule I** to Grantor, provided that, Agent's failure to provide such copies shall not constitute a breach of this Trademark Security Agreement nor render such amendments ineffective.

(c) Grantor shall (i) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall the Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of the Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

5. SECTION TITLES. The Section titles contained in this Trademark Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

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

**GRANTOR:**

SCHLEGEL CORPORATION

By: 

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 

Name:

Title:

Signature Page



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK LICENSES**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>COUNTRY OF REGISTRATION</b>	<b>TRADEMARK REGISTRATION NUMBER</b>
ROUND-UP	Schlegel Corporation	United States	931,125
SCHLEGEL	Schlegel Corporation	Brazil	006052223
SCHLEGEL	Schlegel Corporation	Canada	TMA167,349
HIGH-FIN	Schlegel Corporation	Canada	TMA298,576
FIN-SEAL	Schlegel Corporation	Canada	TMA255,634
POLY-BOND	Schlegel Corporation	Canada	TMA553,745
LECTRA-CON	Schlegel Corporation	Canada	TMA276,679
POLYFLEX	Schlegel Corporation	Canada	TMA263,004
Q-LON	Schlegel Corporation	Canada	TMA306,394

Schedule I

\\BABC Metzeler Trademark Security Agreement (Schlegel) #4731061 (v.1).doc

RECORDED: 10/04/2007

**TRADEMARK**  
**REEL: 003634 FRAME: 0259**