

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Remy International, Inc.		12/06/2007	CORPORATION:
Western Reman Industrial, Inc.		12/06/2007	CORPORATION:
M. & M. Knopf Auto Parts, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:
Power Investments, Inc.		12/06/2007	CORPORATION:
Publitech, Inc.		12/06/2007	CORPORATION:
Reman Holdings, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:
Remy, Inc.		12/06/2007	CORPORATION:
Remy Alternators, Inc.		12/06/2007	CORPORATION:
Remy India Holdings, Inc.		12/06/2007	CORPORATION:
Remy Korea Holdings, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:
Remy Reman, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:
Remy Sales, Inc.		12/06/2007	CORPORATION:
Remy International Holdings, Inc.		12/06/2007	CORPORATION:
Unit Parts Company		12/06/2007	COMPANY:
World Wide Automotive, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:
Remy Technologies, L.L.C.		12/06/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of New York Trust Company, N.A.
<b>Street Address:</b>	2 North LaSalle, Suite 1020
<b>Internal Address:</b>	Attn: Global Corporate Trust
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>Entity Type:</b>	National Association:

CH \$740.00 1953001

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1953001	ROAD GANG
Registration Number:	2494892	ROAD GANG
Registration Number:	2449849	INTELLI-CHECK
Registration Number:	2522093	INTELLI-SCAN
Registration Number:	2695461	
Registration Number:	2907539	
Registration Number:	2946568	11SI
Registration Number:	2946567	24SI
Registration Number:	2998703	35SI
Registration Number:	2998704	35SI HP
Registration Number:	2998705	
Registration Number:	3022370	
Registration Number:	3157934	22SI HP
Registration Number:	3019121	MXT
Registration Number:	2637229	NEW GOLD
Registration Number:	1408234	MASTER QUALITY
Registration Number:	1408399	MASTER QUALITY
Registration Number:	1414150	UNIT PARTS
Registration Number:	1425487	UNIT PARTS
Registration Number:	1762445	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL
Registration Number:	1762708	SPC GOVERNMENT CERTIFIED QUALITY ASSURED STATISTICAL PROCESS CONTROL
Registration Number:	2618176	PRIDEMARK
Registration Number:	2609799	WORLD WIDE AUTOMOTIVE
Registration Number:	2843607	SILVER EDITION
Registration Number:	3158246	PEAKPERFORMER
Registration Number:	3060771	ELECTRA
Serial Number:	77150056	REMY
Serial Number:	77150085	REMY
Serial Number:	77152136	28SI

CORRESPONDENCE DATA

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 848-4455  
Email: jlik@shearman.com  
Correspondent Name: Susan Reiss  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling - IP Docketing  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35724/17
NAME OF SUBMITTER:	Susan Reiss
Signature:	/Susan Reiss/
Date:	12/20/2007

**Total Attachments: 39**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD LIEN)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD LIEN) (together with all amendments, if any, from time to time, this "*Intellectual Property Security Agreement*"), dated as of December 6, 2007, is made by Remy International, Inc., a Delaware corporation (the "*Company*"), each of the Subsidiaries listed on the signature pages hereto as a grantor (together with the Company collectively referred to herein as "*Grantors*" and each, individually, as a "*Grantor*"), and The Bank of New York Trust Company, N.A., a national banking association, in its capacity as Collateral Agent ("*Agent*") for the benefit of itself and the Holders.

### WITNESSETH:

WHEREAS, pursuant to that certain Indenture (including, all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified the "*Indenture*"), dated as of the date hereof, by and among the Company, the subsidiary guarantors named therein and The Bank of New York Trust Company, N.A., as trustee (in such capacity, the "*Trustee*"), the Company has issued to the Holders its Third-Priority Floating Rate Secured PIK Toggle Notes Due 2014; and

WHEREAS, in order to induce Trustee and Holders to accept the Indenture and the Securities, Grantors have agreed to grant a continuing Lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and Holders, to secure all of the Security Obligations, including, without limitation, all out-of-pocket fees, costs and expenses whether in connection with collection actions hereunder or otherwise (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 the Indenture. All other terms contained in this Intellectual Property Security Agreement, unless the context indicates otherwise, and not defined herein have the meanings provided for by the Uniform Commercial Code to the extent the same are used or defined therein. In addition, as used herein, the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"*Copyright License*" means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"*Copyrights*" means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof; and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright

Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

*"License"* means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by any Grantor.

*"Patent License"* means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

*"Patents"* means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

*"Trademark License"* means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

*"Trademarks"* means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof; and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

## 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 Holders, 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 Holders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Holders, a right of setoff, against the property of such Grantor held by Agent, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent, 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, dated as of the date hereof, between Grantors and Agent (as amended or restated and together with any replacements thereof, 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 the filing by the Company 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 Holders, that from and after the date of this Intellectual

Property Security Agreement and until this Intellectual Property Security Agreement is terminated pursuant to Section 9 hereof:

(a) Each Grantor shall notify Agent promptly, in writing, 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, such Grantor shall give Agent written notice of such filed applications on or before the end of the Fiscal Quarter during which such application was made and such Grantor shall execute and deliver a supplement hereto (in form of Exhibit B attached hereto) 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 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 in writing 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.

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 any of its Subsidiaries for liquidation or reorganization, should any Grantor or any of its Subsidiaries 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 any of its Subsidiary'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 Section 13.02 to the Indenture (or such other address as may be substituted by notice given in the manner required by Section 13.02 of the Indenture), and given in the manner required by Section 13.02 of the Indenture.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Persons 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 Person 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 and the security interests granted hereby shall terminate in accordance with the Indenture.

10. 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.

11. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE INDENTURE OR ANY OF THE SECURITY DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTORS, AGENT AND HOLDERS PERTAINING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE INDENTURE, THE SECURITIES OR ANY OF THE OTHER SECURITY DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE INDENTURE, THE SECURITIES OR ANY OF THE OTHER SECURITY DOCUMENTS, PROVIDED, THAT AGENT, HOLDERS AND GRANTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, AND, PROVIDED, FURTHER, NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENTS FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN SECTION 13.02 OF THE INDENTURE AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAIls, PROPER POSTAGE PREPAID.

12. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG AGENT, HOLDERS, AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE INDENTURE, THE SECURITIES OR ANY OF THE OTHER SECURITY DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

13. RELATION TO INTERCREDITOR AGREEMENT. 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 the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

14. LIMITATION ON DUTY OF AGENT IN RESPECT OF INTELLECTUAL PROPERTY COLLATERAL.

(a) Beyond the exercise of reasonable care in the custody thereof, the Agent shall have no duty as to any Intellectual Property Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Intellectual Property Collateral. The Agent shall be deemed to have exercised reasonable care in the custody of the Intellectual Property Collateral in its possession if the Intellectual Property Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Intellectual Property Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Agent in good faith.

(b) The Agent shall not be responsible for the existence, genuineness or value of any of the Intellectual Property Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Intellectual Property Collateral, whether impaired by operation of law or by reason of any of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Agent, for the validity or sufficiency of the Intellectual Property Collateral or any agreement or

assignment contained therein, for the validity of the title of the applicable Grantor to the Intellectual Property Collateral, for insuring the Intellectual Property Collateral or for the payment of taxes, charges, assessments or Liens upon the Intellectual Property Collateral or otherwise as to the maintenance of the Intellectual Property Collateral.

(c) Notwithstanding anything in this Agreement to the contrary and for the avoidance of doubt, the Agent shall have no duty to act outside of the United States in respect of any Intellectual Property Collateral located in a jurisdiction other than the United States.

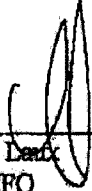
15. FORCE MAJEURE. In no event shall the Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of god, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

16. PROTECTIONS AFFORDED TO THE AGENT. The parties hereto agree that the Agent shall be afforded all of the rights, immunities, indemnities and privileges afforded to (i) the Trustee under the Indenture including, but not limited to, those set forth in Article 7 of the Indenture; and (ii) the Collateral Agent under the Security Agreement including, but not limited to, those set forth in Section 5(d).

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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.  
REMY TECHNOLOGIES, L.L.C.

By:   
Name: Douglas C. Darr  
Title: Sr. VP & CFO

ACCEPTED AND ACKNOWLEDGED:

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Collateral Agent

By: L Garcia  
Name: L. Garcia  
Its: Duty Authorized Signatory

Signature Page - Intellectual Property Security Agreement

TRADEMARK  
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SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor	Patent	Reg. No.	Registration Date	Expiration Date
Remy Technologies, L.L.C.	Frame and Magnet Assembly for A Dynamoelectric Machine	U.S. 5105114	Apr. 14, 1992	May 20, 2011
Remy Technologies, L.L.C.	Brush Holder Assembly	U.S. 5252878	Oct. 12, 1993	Dec. 17, 2012
Remy Technologies, L.L.C.	Frame and Magnet Assembly for A Dynamoelectric Machine	U.S. 5281881	Jan. 25, 1994	Feb. 25, 2013
Remy Technologies, L.L.C.	Shift Lever Mechanism for Engine Starting Apparatus	U.S. 5295404	Mar. 22, 1994	Dec. 4, 2012
Remy Technologies, L.L.C.	Electric Engine Starter	U.S. 5307700	May 3, 1994	Dec. 4, 2012
Remy Technologies, L.L.C.	Engine Starter Having An Internal Shield	U.S. 5307702	May 3, 1994	Feb. 8, 2013
Remy Technologies, L.L.C.	Method of Making Frame and Magnet Assembly for A Dynamoelectric Machine	U.S. 5353491	Oct. 11, 1994	Sep 20, 2013
Remy Technologies, L.L.C.	Electric Engine Starter	U.S. 5505169	Apr. 9, 1996	July 19, 2013
Remy Technologies, L.L.C.	Single Piece Brush Fixture for Dynamoelectric Machine	U.S. 5753992	May 19, 1998	Nov. 7, 2016
Remy Technologies, L.L.C.	Snap-On Heat Shield for A	U.S. 5831357	Nov. 3, 1998	July 15, 2017

LEGAL US E # 76163995.3  
NYDOC03/850662.3

L.L.C.	Starter Solenoid			
Remy Technologies, L.L.C.	Sensorless Power Angle Control for A Vehicle Alternator	U.S. 6081084	June 27, 2000	May 12, 2019
Remy Technologies, L.L.C.	Coaxial Starter Motor Assembly Having A Return Spring Spaced From The Pinion Shaft	U.S. 6630760	Oct. 7, 2003	December 5, 2021
Remy Technologies, L.L.C.	Semi-Solid Solenoid	U.S. 6552638	Apr. 22, 2003	July 12, 2020
Remy Technologies, L.L.C.	Dynamic Weld Power Termination for Hot-Staking Armature Commutators	U.S. 6545243 B1	Apr. 8, 2003	Sep. 14, 2021
Remy Technologies, L.L.C.	Engagement & Disengagement Mechanism for A Coaxial Starter Motor Assembly	U.S. 6,633,099	Oct. 14, 2003	December 5, 2021
Remy Technologies, L.L.C.	Electrical Circuit for Providing A Reduced Average Voltage	U.S. 6,744,146	June 1, 2004	September 5, 2022
Remy Technologies, L.L.C.	One Piece Stator Lead and Terminal Insulator	U.S. 6,825,586	Nov. 30, 2004	October 29, 2022
Remy Technologies, L.L.C.	Performance Improvement of Integrated Starter Alternator by Changing Stator Winding Connection	U.S. 6,894,455 B2	May 17, 2005	April 30, 2023
Remy Technologies, L.L.C.	Engine Starting Motor Anti-Milling Device	U.S. 7,145,259	May 05, 2006	
Remy Technologies,	Electrical Field Connection	U.S. 5,268,605 (Assigned from	Dec. 17, 1993	Mar. 29, 2013

LEGAL\_US\_E # 76163995.3  
NYDOCS03/850662.3



L.L.C.		Delphi)		
Remy Technologies, L.L.C.	Electromagnetic Device with Embedded Windings & Method for Its Manufacture	U.S. 6,232,681	May 15, 2001	Mar. 23, 2020
Remy Technologies, L.L.C.	Starter Motor Assembly	U.S. 6,109,122	Aug. 29, 2000	Nov. 10, 2018
Remy Technologies, L.L.C.	Starter Motor Assembly	EPC 1181448	Feb. 8, 2006	Nov. 3, 2019
Remy Technologies, L.L.C.	Starter Motor Assembly	German 99965745.5	Feb. 8, 2006	Nov. 3, 2019
Remy Technologies, L.L.C.	Electromagnetic Device with Embedded Windings & Method for Its Manufacture	U.S. 6,362,544	Mar. 26, 2002	Mar. 23, 2020
Remy Technologies, L.L.C.	Multi-Sets Rectangular Copper Hairpin Windings for High Efficiency Electric Machines in Hybrid Vehicles	U.S. 6,894,417	May 17, 2005	May 15, 2023
Remy Technologies, L.L.C.	Flare Tooth Stator for An AC Generator	U.S. 6,742,238 (Assigned from Delphi)	June 1, 2004	August 8, 2021
Remy Technologies, L.L.C.	Radiused Stator Core End Faces	U.S. 6,707,225 B2 (Assigned from Delphi)	March 16, 2004	February 26, 2021 plus 89 days
Remy Technologies, L.L.C.	Electronic Package for Electrical Machine	U.S. 6,911,750	June 28, 2005	July 3, 2023
Remy Technologies, L.L.C.	Electronic Package for Electrical Machine	U.S. 6,995,486	Feb. 7, 2005	July 3, 2023

LEGAL\_US\_E # 76163995.3  
NYDOCS03/850662.3

Remy Technologies, L.L.C.	Method & Apparatus To Suppress Electrical Noise in a Rotor Assembly for an Electrical Machine	U.S. 7,015,608	Mar. 21, 2006	July 27, 2024
Remy Technologies, L.L.C.	Method & Apparatus for Contamination Protection for Ball Bearing Assembly	U.S. 7,078,837	July 18, 2006	Jan. 28, 2025
Remy Technologies, L.L.C.	Electrical Thermal Overstress Protection Device	U.S. 7,209,337	April 27, 2007	
Remy Technologies, L.L.C.	Multi-Set Rectangular Copper Hairpin Windings for Electric Machines	U.S. 7,034,428	April 25, 2006	May 15, 2023
Remy Technologies, L.L.C.	Electronic device with embedded windings and method for its manufacture	U.S. 6,362,544	April 30, 2001	March 26, 2002
Remy Technologies, L.L.C.	Flare Tooth Stator For An AC Generator	U.S. 6,742,238	August 8, 2001	June 1, 2004
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	Alternator	U.S. 6304012	Oct. 16, 2001	

LEGAL US E # 76163995.3  
NYDOC'S03/850662.3

Company				
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

Grantor	Patent Application	Application Serial Number	Application Date/Issue Date
Remy Technologies, L.L.C.	Modular Planetary Gear Set For Wide Performance Range	U.S. 11/585,960	October 25, 2006
Remy Technologies, L.L.C.	Engagement and Disengagement Mechanism for A Coaxial Starter Motor Assembly	German 10256957.6	Dec. 5, 2001
Remy Technologies, L.L.C.	Multi-Sets Rectangular Copper Hairpin Windings for High Efficiency Electric Machines in Hybrid Vehicles	German 10321956.0	May 15, 2003
Remy Technologies, L.L.C.	Electrical Circuit for Providing A Reduced Average Voltage	Germany 10340883.5	Sep. 4, 2003
Remy Technologies, L.L.C.	Coaxial Starter Motor Assembly Having A Return Spring Spaced from the Pinion Shaft	German 102256901.0	Dec. 5, 2002
Remy Technologies, L.L.C.	Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints	U.S. 11/018,652	December 21, 2004
Remy Technologies, L.L.C.	Systems and Methods for Fastening Internal Cooling Fans to Claw-	U.S. 11/071,439	March 4, 2005

LEGAL US E # 76163995.3  
 NYDOCS03/850662.3

	Pole Electro-Mechanical Machines		
Remy Technologies, L.L.C.	Flexible Diode Connection for Pressfit	U.S. 11/127,453	May 12, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	U.S. 10/921,160	August 19, 2004
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	China 2005 10089454.1	August 11, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	Japan 2005-238363	August 19, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	Korea 120-2005-0076035	August 19, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	EPC 05016401.1	July 28, 2005
Remy Technologies, L.L.C.	Systems and Methods for Distributing Loads	U.S. 11/405,496	Apr. 18, 2006
Remy Technologies, L.L.C.	Modular Planetary Gear Assembly	U.S. 11/585,960	Oct. 25, 2006
Remy Technologies, L.L.C.	Generator Load Synchronizer	U.S. Provisional 60/672,520	April 19, 2005
Remy Technologies, L.L.C.	Sealed and Oil Lubricated Starter Motor Gear Reduction System and Clutch Mechanism	U.S. 11/005,719	December 7, 2004
Remy Technologies, L.L.C.	Sealed and Oil Lubricated Starter Motor Gear Reduction Ssystem and Clutch Mechanism	EPC 05251003.9	February 21, 2005
Remy Technologies, L.L.C.	Sealed and Oil Lubricated Starter Motor Gear Reduction Ssystem and Clutch Mechanism	S. Korea 10-2005-0016357	February 28, 2005
Remy Technologies, L.L.C.	Electronic Package for Electrical Machine	China 200480019017.6	June 24, 2004
Remy Technologies,	Electronic Package for	Germany	June 24, 2004

LEGAL US E # 76163995.3  
NYDXCS03/850662.3

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L.L.C.	Electrical Machine	112004001176.0	
Remy Technologies, L.L.C.	Electronic Package for Electrical Machine	S. Korea 205-7025092	June 24, 2004
Remy Technologies, L.L.C.	Method and Apparatus to Suppress Electrical Noise in A Rotor Assembly for An Electrical Machine	Germany 032 516.5	July 12, 2005
Remy Technologies, L.L.C.	Improved Rotor Core	U.S. 11/151,970	June 14, 2005
Remy Technologies, L.L.C.	Electronic Package for Electrical Machine	PCT PCT/US 05/31347	September 1, 2005
Remy Technologies, L.L.C.	Attachment Method for An Alternator Protective Rear Cover	U.S. 11/056,875	February 11, 2005
Remy Technologies, L.L.C.	Three-Phase Synchronous AC Generator with Electrically Phase Shifted Stator Windings for Reduced Mechanical and Magnetic Noise	U.S. 11/080,746	March 15, 2005
Remy Technologies, L.L.C.	Apparatus for Determining Wear in the Frictional Components of An Alternator	U.S. 11/114,665	April 26, 2005
Remy Technologies, L.L.C.	Bobbin for A Dynamoelectric Machine and Method	U.S. 11/520,544	September 13, 2006
Remy Technologies, L.L.C.	Flexible Lead for A Pressfit Diode Bridge	U.S. 11/242,544	October 3, 2005
Remy Technologies, L.L.C.	Multiphase Fractional Slot Windings in Multi-Set Segmented Bar Shape (Hairpin) Windings	U.S. 11/187,138	July 21, 2005
Remy Technologies, L.L.C.	DR34S Alternator Rotor Rear Fan and Rear Pole Retention Design	U.S. 11/263,252	October 31, 2005
Remy Technologies, L.L.C.	Alternator Rotor with Improved Cooling,	U.S. 11/192,349	July 28, 2005

LEGAL US E # 76163995 3  
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	Magnetic Noise and Reduced Inertia Using "Shark-Toothed Rotor Pole Fingers		
Remy Technologies, L.L.C.	Current Sensor for Electrical Machine Control	U.S. 11/498,380	August 1, 2006
Remy Technologies, L.L.C.	Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints	U.S. 7,256,364	Dec. 21, 2004
Remy Technologies, L.L.C.	High Slot Fill Stator	U.S. 11/303,559	Dec. 16, 2005
Remy Technologies, L.L.C.	Electronics Package for Electrical Machine	U.S. 11/217,639	Sep. 1, 2005
Remy Technologies, L.L.C.	System And Method For Manufacture Of Coil Windings	U.S. 11/356,336	February 16, 2006
Remy Technologies, L.L.C.	Systems And Methods For Distributing Loads	U.S. 11/405,496	April 18, 2006
Remy Technologies, L.L.C.	Dynamolectric Machine Having Reduced Magnetic Noise & Method	U.S. 11/346,902	February 23, 2006
Remy Technologies, L.L.C.	Dynamolectric Machine Having Reduced Magnetic Noise & Method	PCT/US07/02168	January 26, 2007
Remy Technologies, L.L.C.	Bearing Retainer		July 25, 2006
Remy Technologies, L.L.C.	Method & Apparatus for Forming A Wire to Include Coil Segments	U.S. 11/442,841	May 30, 2006
Remy Technologies, L.L.C.	Brushless Alternator With Stationary Shaft	U.S. 11/394,258	March 30, 2006
Remy Technologies, L.L.C.	Electric Machine Rotor Pole Piece With Anti-Coil Rotation	U.S. 11/437,177	May 18, 2006
Remy Technologies, L.L.C.	Electric Machine Rotor Pole Piece With Anti-Coil Rotation	PCT/US07/09129	April 11, 2007
Remy Technologies, L.L.C.	Stator Of A Rotary Electric Machine Having Secured Core	U.S. 11/390,485	March 27, 2006

	Slot Insulators		
Remy Technologies, L.L.C.	Stator Of A Rotary Electric Machine Having Secured Core Slot Insulators	PCT/US07/06208	March 9, 2007
Remy Technologies, L.L.C.	Electric Machine with Interior Permanent Magnets	U.S. 11/811,722	June 12, 2007
Remy Technologies, L.L.C.	Alternator Rotor Coil Wire Routing	U.S. 11/434,700	May 16, 2006
Remy Technologies, L.L.C.	Brushless Electric Machine Having A Stator With Cascade End Loops	U.S. 11/511,789	November 29, 2006
Remy Technologies, L.L.C.	Dynamoelectric Machine Brush And Method	U.S. 11/544,126	October 6, 2006
Remy Technologies, L.L.C.	Single Track Layer Stator Terminal Assembly	U.S. 11/543,624	October 5, 2006
Remy Technologies, L.L.C.	Dynamoelectric Machine Grommet	U.S. 11/544,083	October 6, 2006
Remy Technologies, L.L.C.	Dynamoelectric Machine Brush Holder Assembly And Method	U.S. 11/544,082	October 6, 2006
Remy Technologies, L.L.C.	Magnet For A Dynamoelectric Machine, Dynamoelectric Machine And Method	U.S. 11/760,478	June 8, 2007
Remy Technologies, L.L.C.	Magnet For A Dynamoelectric Machine, Dynamoelectric Machine And Method	PCT (not yet available)	June 8, 2007
Remy Technologies, L.L.C.	Terminals & Connections Between Multi-Set Segmented Bar Shape (Hairpin) Windings	U.S. 11/811,472	June 12, 2007
Remy Technologies, L.L.C.	Terminals & Connections Between Multi-Set Segmented Bar Shape (Hairpin) Windings	PCT (not yet available)	June 12, 2007
Remy Technologies, L.L.C.	Slotted Shift Lever Plug With Multiple Pivot Positions	U.S. 11/654,279	January 17, 2007
Remy Technologies, L.L.C.	Method And System For Improving Voltage	U.S. 11/539,402	October 6, 2006

LEGAL US F # 76163995 3  
NYDOCS03/850662.3

L.L.C.	Regulator Accuracy In Vehicle Alternators		
Remy Technologies, L.L.C.	Method And System For Communicating Voltage Regulator Switching Information To A Vehicle Computer	U.S. 11/539,418	October 6, 2006
Remy Technologies, L.L.C.	Method And System For Protecting Voltage Regulator Driver Circuitry During Field Coil Short Circuit Condition	U.S. 11/539,425	October 6, 2006
Remy Technologies, L.L.C.	Starter Motor With Bi-Directional Clutch Over Planetary Gear Device	U.S. 60/833,451	July 26, 2006
Remy Technologies, L.L.C.	Dynamolectric Machine Rotor & Method For Reducing Torque Ripple	U.S. 60/835,811	August 4, 2006
Remy Technologies, L.L.C.	Dynamolectric Machine Conductor And Method	China (not yet available)	(unavailable)
Remy Technologies, L.L.C.	Dynamolectric Machine Conductor And Method	U.S. 11/544,081	October 6, 2006
Remy Technologies, L.L.C.	Planetary Starter Apparatus And Assembly Method Thereof	U.S. 11/701,046	February 2, 2007
Remy Technologies, L.L.C.	Torque Control Regulator	U.S. 11/676,817	February 20, 2007
Remy Technologies, L.L.C.	Bearing Retainer	U.S. Prov 60/833,122	July 25, 2006
Remy Technologies, L.L.C.	Magnet For A Dynamolectric Machine, Dynamolectric Machine And Method	U.S. 60/813,115	June 12, 2006
Remy Technologies, L.L.C.	Starter Motor With Bi-Directional Clutch Over Planetary Gear Device	U.S. 60/833, 451	July 26, 2006
Remy Technologies, L.L.C.	Dynamolectric Machine Rotor & Method For Reducing Torque Ripple	U.S. 60/835,811	August 4, 2006
Remy Technologies, L.L.C.	Torque Control Regulator	Not Yet Determined	February 20, 2007

LEGAL US E # 76163995.3  
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Remy Technologies, L.L.C.	Methods & Systems for Routing Conductors in Electro-Mechanical Machines	U.S. 11/166,264	June 27, 2005
Remy Technologies, L.L.C.	Brushless Alternator with Triple Bearing Technology	U.S. (not yet available)	July 2, 2007
Remy Technologies, L.L.C.	High Current Rectifier Package	U.S. 11/789,134	April 24, 2007
Remy Technologies, L.L.C.	Airflow Cooling Pattern for Belt-Driven Vehicle Electrical Power Generator	U.S. (not yet available)	August 2, 2007
Remy Technologies, L.L.C.	Magnet Support & Retention System for Hybrid Rotors	U.S. (not yet available)	August 2, 2007
Remy Technologies, L.L.C.	Power Pack for a Doubly-Excited Synchronous Electrical Machine	U.S. 11/741,423	April 27, 2007
Remy Technologies, L.L.C.	Method of Liquid Cooling An Electric Machine	U.S. (not yet available)	March 16, 2007
Remy Technologies, L.L.C.	Integrated IMS for Starter Motor	U.S. 11/771,185	June 29, 2007
Remy Technologies, L.L.C.	Modular Planetary Gear Set For Wide Performance Range	U.S. 11/585,960	October 25, 2006
Remy Technologies, L.L.C.	Engagement and Disengagement Mechanism for A Coaxial Starter Motor Assembly	German 10256957.6	Dec. 5, 2001
Remy Technologies, L.L.C.	Multi-Sets Rectangular Copper Hairpin Windings for High Efficiency Electric Machines in Hybrid Vehicles	German 10321956.0	May 15, 2003
Remy Technologies, L.L.C.	Electrical Circuit for Providing A Reduced Average Voltage	Germany 10340883.5	Sep. 4, 2003
Remy Technologies, L.L.C.	Coaxial Starter Motor Assembly Having A Return Spring Spaced from the Pinion Shaft	German 102256901.0	Dec. 5, 2002

Remy Technologies, L.L.C.	Method for Simultaneous Resistance Brazing of Adjacent Conductor Joints	U.S. 11/018,652	December 21, 2004
Remy Technologies, L.L.C.	Systems and Methods for Fastening Internal Cooling Fans to Claw-Pole Electro-Mechanical Machines	U.S. 11/071,439	March 4, 2005
Remy Technologies, L.L.C.	Flexible Diode Connection for Pressfit	U.S. 11/127,453	May 12, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	U.S. 10/921,160	August 19, 2004
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	China 2005 10089454.1	August 11, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	Japan 2005-238363	August 19, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	Korea 120-2005-0076035	August 19, 2005
Remy Technologies, L.L.C.	Moisture Exhausting Membrane in Electrical Solenoid	EPC 05016401.1	July 28, 2005
Remy Technologies, L.L.C.	Systems and Methods for Distributing Loads	U.S. 11/405,496	Apr. 18, 2006
Remy Technologies, L.L.C.	Modular Planetary Gear Assembly	U.S. 11/585,960	Oct. 25, 2006
Remy Technologies, L.L.C.	Generator Load Synchronizer	U.S. Provisional 60/672,520	April 19, 2005
Remy Technologies, L.L.C.	Alternator Stator With Angled Slots And Coiled Wires	U.S. (not yet available)	September 11, 2007

### 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, Inc.	Alternator Stator Having A Multiple Filar Construction To Improve Convective	U.S. 10/723,527	Nov 26, 2003

LEGAL US E # 76163995.3  
NYDOCS03/850662.3

	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 International, Inc.	Vehicle Alternator With Distributed Stator Windings	To be filed	To be filed
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,	Alternator Fan	DE 10352868.7	Nov 10, 2003

LEGAL US E # 76163995.3  
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Inc.			
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 Bobbin	U.S. 10/264778	Oct 04, 2002
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

LEGAL US E # 76163995.3  
NYDOCS03/850662.3

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 International, Inc.	Wire Routing Design For A Rotor Of An Electrical Machine	FR 913,894	Issued Sep 15, 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

Licensor: 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	Alternating	U.S. 4588915	Not available	Dec. 14, 2004

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**REEL: 003684 FRAME: 0071**

International, Inc.	Current Generator Rotor			
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 Dynamoelectric Machine	U.S. 4961016	Not available	Aug. 9, 2009
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

LEGAL US E # 76167995 3  
NYDOCS03/850662.3

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, Inc.	Electric Motor or Generator	U.S. 6181038	Not available	May 15, 2017
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	U.S. 09/765184	June 4, 1999

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	Noise		
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
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
Remy International, Inc.	Wave Wound Stator Assembly for A Rotating Machine	U.S. 09/540100	Apr. 10, 2000

LEGAL US E# 76163995.3  
NYDOCS03/850662.3

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 Air-Cooled Generator	U.S. 09/483100	Mar. 8, 1999
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,	Black & red square design	European Union 3535011	May 20, 2005	May 10, 2013

LEGAL US E # 76163995.3  
NYDOCS03/850662.3

Inc.				
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 Company	MASTER QUALITY	Canadian 500,832	Sept. 17, 1998	Sept. 17, 2008
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

LEGAL US E # 76163995.3  
NYDXX'S03/850662.3

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

Grantor	Name of Agreement	Date of Agreement	Parties
General Motors	Trademark License Agreement – Delco	July 31, 1994	Remy Inc.

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	Remy Trademark (perpetual)		Remy International Inc.
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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. 15-117)	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 (Catalog No. AAP-01)		
Publitech, Inc.	Duralast - 2001 Import Edition Alternators & Starters for Import & Domestic Vehicles (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 (Catalog No. WA-01)	TX 5463487	Dec. 6, 2001
Publitech, Inc.	World Wide Automotive - 2001 Edition - Alternators & Starters for Domestic & Import Vehicles Application Guide (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 -- Alternator, Ford	TX 2155257	August 14, 1987
Unit Parts Company	Master Quality -- Starter, Ford	TX 2155258	August 14, 1987
Unit Parts Company	Master Quality -- Alternator, General Motors	TX 2155259	August 14, 1987
Unit Parts Company	Alternator, Chrysler, Master Quality	TX 2155262	August 14, 1987
Unit Parts Company	Starter, General Motors, Master Quality	TX 2155263	August 14, 1987

II. COPYRIGHT APPLICATIONS

Grantor	Copyright	Application Number	Date

III. COPYRIGHT LICENSES

Grantor	Name of Agreement	Date of Agreement	Parties

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT (THIRD LIEN)**

This counterpart, dated \_\_\_\_\_, 200\_, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement (Third Lien), dated as of November \_\_, 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 The Bank of New York Trust Company, N.A., as Collateral 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:

**EXHIBIT B**

**SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD LIEN)**

This supplement, dated \_\_\_\_\_, 200\_, is delivered pursuant to Section 4(b) of that certain Intellectual Property Security Agreement (Third Lien) dated as of December 6, 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), made by Remy International, Inc., a Delaware corporation (the "*Company*"), each of the Subsidiaries listed on the signature pages thereto as a grantor (together with the Company collectively referred to herein as "*Grantors*" and each, individually, as a "*Grantor*"), and The Bank of New York Trust Company, N.A., a national banking association, in its capacity as Collateral Agent ("*Agent*") for the benefit of itself and the Holders. The undersigned hereby agrees that (i) 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, including its schedules as supplemented hereby.

Schedules I, II, and III of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth as Schedules I, II, and III hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[NAME OF GRANTOR]

By: \_\_\_\_\_

Name:

Title: