

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STABILUS, INC.		05/02/2008	INC. ASSOCIATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	J.P. Morgan Europe Limited
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AS
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2778423	MASTER-LIFT
Registration Number:	2771005	POWERISE
Serial Number:	78642373	MASTER-LIFT DED
Serial Number:	78662529	BOOST
Serial Number:	78708135	ECONORISE
Serial Number:	78721055	EZDOWN
Serial Number:	78902397	POWERISE
Serial Number:	78944793	POWER-LIFT

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128951356
 Email: jennifer.spinning@cliffordchance.com
 Correspondent Name: Jennifer M. Spinning

CH \$215.00 2778423

Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER: 70-40344325

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jennifer M. Spinning

Signature: /Jennifer M. Spinning/

Date: 05/13/2008

Total Attachments: 10
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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 as of 2 May 2008, is made by the Person listed on the signature page hereof (the "Grantor") in favor of J.P. Morgan Europe Limited, as Security Trustee (the "Security Trustee") for the Secured Parties (as defined in each of the Facilities Agreements referred to below).

WHEREAS, Stable I S.à r.l., a société à responsabilité limitée incorporated in Luxembourg (the "Parent"), the Original Borrowers and Original Guarantors party thereto, J.P. Morgan plc, as the mandated lead arranger, J.P. Morgan Europe Limited, as agent (the "Senior Facility Agent"), the Security Trustee and the Original Lenders party thereto, among others, have entered into a senior facilities agreement dated 10 February 2008 (as amended and restated on 26 March 2008, on or about 28 April 2008 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement").

WHEREAS, the Parent, the Original Borrower and Original Guarantors party thereto, J.P. Morgan plc, as the mandated lead arranger, J.P. Morgan Europe Limited, as agent (the "Mezzanine Facility Agent") and the Security Trustee and the Original Lenders party thereto, among others, have entered into a mezzanine facility agreement dated 10 February 2008 (as amended and restated on 26 March 2008, on or about 28 April 2008 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Mezzanine Facility Agreement"; together with the Senior Facilities Agreement, the "Facilities Agreements").

WHEREAS, the Grantor has entered into a Security Agreement dated as of May 2, 2008 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Trustee for the ratable benefit of the Secured Parties, and has 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, the Grantor agrees as follows:

1. Grant of Security

The Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- 1.1 all United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A 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 C to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by the Grantor to the Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- 1.2 all United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Trustee from time to time) (the "Trademarks");
- 1.3 all copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Trustee from time to time) (the "Copyrights");
- 1.4 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
- 1.5 any and all proceeds of the foregoing.

2. Recordation

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. 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.

4. Grants, Rights and Remedies

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee 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.

5. Governing Law

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

STABILUS, INC.

By: 

Name: Johann von Lobbbecke

Title: Chief Financial Officer

Address:

1201 Tulip Drive

Gastonia

North Carolina 28052

By: 

Name: Udo Wendland

Title: Director

Address:

1201 Tulip Drive

Gastonia

North Carolina 28052

SCHEDULE A

List of all United States, international, and foreign patents, patent applications and patent licenses

Our Ref.	Titel	App. No.	App. Date	Patent No.	Granted	Expir. Date	Product
STUS 01US US P MARC POPJOY	GAS SPRING WITH AN ANTI-RATTLE PISTON ASSEMBLY	1458306	28.12.1989	US4989700	05.02.1991	28.12.2009	Gasfeder ohne Blockierung, allgemein
STUS 02US US P EP Yeav Cohen	PLASTIC STAND PIPE SUPPORT FOR LOAD-BEARING ADJUSTABLE COLUMN	1671016	15.05.1991	US5161786	10.11.1992	15.05.2011	Gasfeder mit Blockierung, allgemein
STUS 03US US P MARC POPJOY	EMERGENCY LOCKING GAS SPRING	108/815423	11.03.1997	US6047797	11.04.2000	11.03.2017	Gasfeder ohne Blockierung, allgemein
STUS 04US US P MARC POPJOY	ADJUSTABLE INSTALLATION WITH A CONTROLLED LOCKING GAS SPRING AND AN EMERGENCY LOCKING GAS SPRING	109/474232	29.12.1999	US6206153B1	27.03.2001	29.12.2019	Gasfeder ohne Blockierung, allgemein
STUS 05US US P MARC POPJOY	ADJUSTABLE INSTALLATION WITH A CONTROLLED LOCKING GAS SPRING AND AN EMERGENCY LOCKING GAS SPRING	109/474228	29.12.1999	US6145638	14.11.2000	29.12.2019	Gasfeder ohne Blockierung, allgemein
STUS 06US US P	Temperature Compensating Valve Assembly	111/052437	07.02.2005			07.02.2025	Gasfeder ohne Blockierung, allgemein
STUS 07US US P	Gas Spring Assembly With Bumper		17.05.2005			17.05.2025	Gasfeder ohne Blockierung, allgemein
STUS 07EP EP P	Gas Spring Assembly With Bumper	106009918	14.05.2006			14.05.2026	Gasfeder ohne Blockierung, allgemein
STUS 08US US P	Tailgate Dampener Apparatus	111/510434	25.08.2006			25.08.2026	Dämpfer, allgemein

Our Ref. Co Typ EP WO	Titel Application No.	Appl. Date	Patent No.	Granted	Expir. Date	Product
STUS 09EP	Gas Spring Assembly With Pre-Paint Protective Sleeve					
EP P	14780899	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09AU	Gas Spring Assembly With Pre-Paint Protective Sleeve					
AU P	2004264524	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09BR	Gas Spring Assembly With Pre-Paint Protective Sleeve					
BR P	PI0413550	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09CA	Gas Spring Assembly With Pre-Paint Protective Sleeve					
CA P	2535708	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09CN	Gas Spring Assembly With Pre-Paint Protective Sleeve					
CN P		12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09JP	Gas Spring Assembly With Pre-Paint Protective Sleeve					
JP P	2006-523363	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09KR	Gas Spring Assembly With Pre-Paint Protective Sleeve					
KR P	10-2006-7003008	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 09MX	Gas Spring Assembly With Pre-Paint Protective Sleeve					
MX P	2006-001684	12.08.2004			12.08.2024	Gasfeder ohne Blockierung, allgemein
STUS 10MX	Tailgate Dampening Apparatus					
MX P	2006-010428	13.09.2006			13.09.2026	Dämpfer, allgemein
STUS 10CA	Tailgate Dampening Apparatus					
CA P	2558937	05.09.2006			05.09.2026	Dämpfer, allgemein
STUS 10AG	Tailgate Dampening Apparatus					
AG P	P070100038	04.01.2007			04.01.2027	Dämpfer, allgemein
STUS 10BR	Tailgate Dampening Apparatus					
BR P	PI0700020	09.01.2007			09.01.2027	Dämpfer, allgemein
STUS 10US	Tailgate Dampener Apparatus					
US P	11/510434	25.08.2006			25.08.2026	Dämpfer, allgemein
STUS 11US	Gas Spring Assembly With Pre-Paint Protective Sleeve					
US P	10/627910	09.04.2007			09.04.2027	Gasfeder ohne Blockierung, allgemein
STUS 12DE	Temperature Compensating Valve Assembly					
DE P	2006000335	02.02.2006			02.02.2026	Gasfeder ohne Blockierung, allgemein
STUS 12MX	Temperature Compensating Valve Assembly					
MX P	2007009460	06.08.2007			06.08.2027	Gasfeder ohne Blockierung, allgemein
STUS 06CA	Temperature Compensating Valve Assembly					
CA P	12597091	02.02.2006			02.02.2026	Gasfeder ohne Blockierung, allgemein

SCHEDULE B

List of all United States and foreign trademark and service mark registrations, applications, and licenses

Trademark Our Ref. :	Country	Application No.	Appl. Date	Registration No.	Reg. Date
Owner: STUS					
MASTER-LIFT 02A01USM1	US	76358234	14.01.2002	2778423	28.10.2003
POWERISE 02E01USM1	US	76405292	09.05.2002	2771005	07.10.2003
MASTER-LIFT DED 05F01USM1	US	78642373	02.06.2005		
BOOST 05G01USM1	US	78662529	01.07.2005		
ECONRISE 05I01USM1	US	78708135	07.09.2005		
EZDOWN 05J02USM1	US	78721055	27.09.2005		
POWERISE 06F01USM1	US	78902397	07.06.2006		
POWERISE-LIFT 06H01USM1	US	78944793	04.08.2006		

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S ULE C

**List of all copyrights, United States and foreign copyright registrations and applications and
copyright licenses**

NONE