

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schlegel Corporation		10/31/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0940482	SCHLEGEL	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4597		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.849.8206		
Email:	szabela@mcguirewoods.com		
Correspondent Name:	Stephanie A. Zabela, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2039261-0022		
NAME OF SUBMITTER:	Stephanie Zabela		
Signature:	/Stephanie Zabela/		
Date:	12/22/2008		

OP \$40.00 0940482

Total Attachments: 7

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT dated as of October 31, 2008 (the "**Amendment**"), is executed by and among SCHLEGEL CORPORATION, a New York corporation (the "**Pledgor**"), BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders ("**Agent**"), the financial institutions party to the Credit Agreement (as defined below) from time to time as lenders (collectively, "**Lenders**"), and HENNIGES AUTOMOTIVE SCHLEGEL CANADA INC., a corporation organized under the laws of Canada ("**Schlegel Canada**"), as a guarantor, HENNIGES AUTOMOTIVE HOLDINGS, INC., a Delaware corporation ("**Henniges Holdings**"), as a guarantor, HENNIGES AUTOMOTIVE SEALING SYSTEMS HOLDINGS, INC., a Delaware corporation ("**HASS Holdings**"), as a guarantor, and HENNIGES AUTOMOTIVE SEALING SYSTEMS CANADA INC., a corporation organized under the laws of New Brunswick ("**HASS Canada**") as a guarantor (HASS Canada, Schlegel Canada, HASS Holdings, and Henniges Holdings are collectively referred to as the "**Guarantors**").

RECITALS:

A. Pledgor is a party to that certain Amended and Restated Loan and Security Agreement dated as of June 12, 2008 (the "**Credit Agreement**") by and among Pledgor, certain of its affiliates and subsidiaries, certain financial institutions party thereto, and Agent, and that certain Trademark Security Agreement (the "**IP Security Agreement**") dated as of September 14, 2007, by and between Pledgor and Agent, and recorded with the United States Department of Commerce, Patent and Trademark Office on October 4, 2007, Reel 003634, Frame 0251 and the Canadian Intellectual Property Office on November 14, 2007, File Number 308838.

B. The Pledgor desires to amend Schedule I to the IP Security Agreement, and the Agent and Lenders are willing to do so.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the IP Security Agreement and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS:

1. RECITALS. The foregoing Recitals are hereby made a part of this Amendment.
2. DEFINITIONS. Except as otherwise set forth herein, capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Credit Agreement.
3. COLLATERAL AMENDMENT. Schedule I of the IP Security Agreement is hereby amended and restated in its entirety by replacing the existing Schedule I with the Schedule I attached hereto as Schedule A.
4. REPRESENTATIONS AND WARRANTIES. The Pledgor makes the following representations and warranties to the Agent and Lenders:
 - 4.1. Authorization. The execution, delivery and performance by the Pledgor of this Amendment has been duly authorized by the Pledgor and there is no action pending or any judgment, order or decree in effect which is likely to restrain, prevent or impose materially adverse conditions upon

the performance by the Pledgor of its obligations under the Credit Agreement or the other Loan Documents.

4.2. No Conflicts. The execution and delivery of this Amendment and the performance by the Pledgor of its obligations under the Loan Documents, as amended hereby, do not and will not conflict with, or constitute a violation or breach of, or result in the imposition of any Lien upon the property of the Pledgor, by reason of the terms of (i) any contract, mortgage, lease, agreement, indenture, or instrument to which the Pledgor is a party or which is binding upon it, (ii) any Applicable Law with respect to the Pledgor, or (iii) the certificate or articles of incorporation or by-laws of the Pledgor.

4.3. Validity and Binding Effect. The IP Security Agreement, as amended hereby, and this Amendment constitute the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights or by the effect of general equitable principles.

4.4. Compliance with IP Security Agreement. After giving effect to this Amendment, the representations and warranties set forth in the IP Security Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date. In addition, the Pledgor is in compliance with all terms and conditions of the Credit Agreement, the IP Security Agreement, and the other Loan Documents on its part to be observed and performed and no Default or Event of Default has occurred and is continuing.

5. EFFECTIVE DATE. This Amendment shall become effective as of the date above first written after receipt by the Agent of this Amendment executed by the Pledgor, the Guarantors, the Lenders and the Agent.

6. GENERAL.

6.1. Cross-References. References in this Amendment to any Section are, unless otherwise specified, to such Section of this Amendment.

6.2. Instrument Pursuant to Credit Agreement. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the IP Security Agreement.

6.3. Acknowledgment of the Parties. Each of the Guarantors hereby represents and warrants that the execution and delivery of this Amendment and compliance by such Obligor with all of the provisions of this Amendment: (a) are within the powers and purposes of such Obligor; (b) have been duly authorized or approved by the board of directors (or other appropriate governing body) of such Obligor; and (c) when executed and delivered by or on behalf of such Obligor will constitute valid and binding obligations of such Obligor, enforceable in accordance with their terms. Each of the Pledgor and Guarantors reaffirms its obligation to pay all amounts due to the Agent or the Lenders under the Loan Documents (including, without limitation, its obligations under the Notes) in accordance with the terms thereof, as amended and modified hereby. In particular, each of the Guarantors joins as a party to this Amendment for the purposes of ratifying and reaffirming its obligations under the Loan Documents in accordance with the terms thereof.

6.4. Loan Documents Unmodified. The amendment provided herein shall apply and be effective only with respect to the provisions of the IP Security Agreement specifically referred to by such amendment. Except as otherwise specifically modified by this Amendment, all terms and provisions of the Credit Agreement and all other Loan Documents, as modified hereby, shall remain in full force and effect and are hereby ratified and confirmed in all respects. Each Guarantor ratifies and confirms its respective Guaranty as in full force and effect after giving effect to this Amendment. Nothing contained in this Amendment shall in any way impair the validity or enforceability of the Loan Documents, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein, except as otherwise specifically provided in this Amendment. Subject to the terms of this Amendment, any lien and/or security interest granted to the Agent, for the benefit of the Lenders, in the Collateral set forth in the Loan Documents shall remain unchanged and in full force and effect and the Credit Agreement and the other Loan Documents shall continue to secure the payment and performance of all of the Obligations.

6.5. Parties, Successors and Assigns. This Amendment represents the agreement of the Pledgor, the Guarantors, the Agent and each of the Lenders signatory hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. This Amendment shall be binding upon and inure to the benefit of Pledgor, Guarantors, Agent, Lenders, and their respective successors and assigns, except that (a) the Pledgor and Guarantors shall not have the right to assign any rights or delegate any obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with Section 13.3 of the Credit Agreement.

6.6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when Agent has executed it and received counterparts bearing the signatures of all other parties hereto. Delivery of a signature page of the Amendment by telecopy shall be effective as delivery of a manually executed counterpart of such agreement. The Amendment may be executed and delivered by facsimile or electronic mail, and will have the same force and effect as manually signed originals. The Agent may require confirmation by a manually-signed original, but failure to request or deliver same will not limit the effectiveness of any facsimile or electronically delivered signature.

6.7. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only, are not a part of this Amendment, and shall not affect the interpretation hereof.

6.8. Waivers. Each of the parties hereto waives (a) the right to trial by jury (which the Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents (including this Amendment), Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by the Agent on which an Obligor may in any way be liable, and hereby ratifies anything the Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing the Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against the Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each party hereto

acknowledges that the foregoing waivers are a material inducement to the Agent and Lenders entering into this Amendment and that the Agent and Lenders are relying upon the foregoing in their dealings with the parties hereto. Each party hereto has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Amendment may be filed as a written consent to a trial by the court.

6.9. Choice of Law; Jury Trial Waiver; Submission to Jurisdiction. THIS AMENDMENT 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). EACH OF THE PLEDGOR AND THE GUARANTORS HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CHICAGO, ILLINOIS, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH OF THE PLEDGOR AND THE GUARANTORS IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE CREDIT AGREEMENT. Nothing herein shall limit the right of the Agent or any Lender to bring proceedings against the Pledgor or any Guarantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Amendment shall be deemed to preclude enforcement by the Agent of any judgment or order obtained in any forum or jurisdiction.

6.10. Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

6.11. Total Agreement. This Amendment, the IP Security Agreement, and all other Loan Documents shall constitute the entire contract among the parties relating to the subject matter hereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

6.12. References to IP Security Agreement. Each reference in the IP Security Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the IP Security Agreement in any and all instruments or documents delivered in connection with the Loan Documents, shall be deemed to refer to the IP Security Agreement, as amended hereby.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor, the Guarantors, the Lenders and the Agent have executed this Amendment as of the date first above written.

PLEDGOR:

SCHLEGEL CORPORATION

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

GUARANTORS:

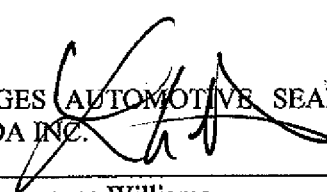
HENNIGES AUTOMOTIVE HOLDINGS, INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

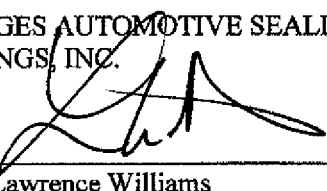
HENNIGES AUTOMOTIVE SCHLEGEL CANADA
INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

HENNIGES AUTOMOTIVE SEALING SYSTEMS
CANADA INC.

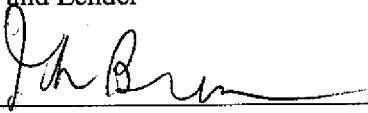
By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

HENNIGES AUTOMOTIVE SEALING SYSTEMS
HOLDINGS, INC.

By: 
Name: Lawrence Williams
Title: Vice President – Finance and Secretary

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent and Lender

By: 

Name: Thomas Brennan

Title: Vice President – Senior Client Manager

SCHEDULE A

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

TRADEMARK	OWNER	COUNTRY OF REGISTRATION	TRADEMARK REGISTRATION NUMBER
ROUND-UP	Schlegel Corporation	United States	931,125
SCHLEGEL	Schlegel Corporation	United States	940,482
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