

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acutex, Inc.		11/05/2009	CORPORATION: MICHIGAN
Hilite International, Inc.		11/05/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75390792	ACUTEX	
Serial Number:	77551423	HILITE	
Serial Number:	76589785	HILITE	
Serial Number:	76665536	HILITE UNIVALVE	
Serial Number:	76665458	THE UNIVALVE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	045494-0018		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0018		

OP \$140.00 75390792

900147421

TRADEMARK
REEL: 004094 FRAME: 0765

NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/11/2009
Total Attachments: 11 source=Second Lien- US#page1.tif source=Second Lien- US#page2.tif source=Second Lien- US#page3.tif source=Second Lien- US#page4.tif source=Second Lien- US#page5.tif source=Second Lien- US#page6.tif source=Second Lien- US#page7.tif source=Second Lien- US#page8.tif source=Second Lien- US#page9.tif source=Second Lien- US#page10.tif source=Second Lien- US#page11.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 5, 2009 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

A. Hilite Germany GmbH & Co. KG (the "Borrower") and Hilite International, Inc. have entered into a Second Lien Credit Agreement, dated as of November 5, 2009 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, the Collateral Agent and JPMorgan Chase Bank, N.A., as common lien collateral agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of November 5, 2009 in favor of the Collateral Agent (as may be amended, supplemented, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY.

(A) As security for the payment or performance, as the case may be, in full of the Obligations with respect to every Grantor, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following (the "Intellectual Property Collateral") now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) (i) all letters patent of the United States or the equivalent thereof in any other country, union of countries or any political subdivision of any of the foregoing, all issuances and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including issuances, recordings and pending applications

in the United States Patent and Trademark Office or any similar offices in any other country, union of countries or any political subdivision of any of the foregoing, including those listed on Schedule A attached hereto, (ii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import, sell and/or offer to sell the inventions and improvements disclosed or claimed therein, and (iii) the right to sue or otherwise recover for past, present and future infringements thereof;

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or union of countries or any political subdivision thereof (except for any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Section 1(c) or Section 1(d) of the Lanham Act has been filed, solely to the extent that such a grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such "intent-to-use" application), and all extensions or renewals thereof, including those listed on Schedule B attached hereto, (ii) all renewals and extensions thereof, (iii) all goodwill of the business connected with the use thereof or symbolized thereby, and (iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to such goodwill;

(c) (i) all copyrights arising under the laws of the United States or any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether published or unpublished, (ii) all registrations and recordings and applications for registration of any such copyright in the United States or any other country, or union of countries, or any political subdivision of any of the foregoing, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule C attached hereto, (iii) all extensions and renewals thereof, and (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing; and

(d) all Proceeds with respect to any of the foregoing.

(B) Notwithstanding anything herein to the contrary, it is the understanding of the parties that the security interest in the Intellectual Property Collateral granted pursuant to this Intellectual Property Security Agreement shall, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinated to the Liens granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the First Lien Guarantee and Collateral Agreement. Notwithstanding anything herein to the contrary the security interest in the Intellectual Property Collateral granted pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the

Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall govern and control.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.


SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. GOVERNING LAW. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

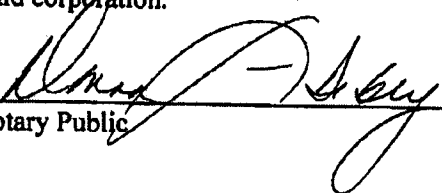
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ACUTEX, INC.,

By: 
Name: Michael T. Kestner
Title: Secretary

STATE OF Ohio
COUNTY OF Cuyahoga ss.

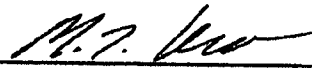
On this 5th day of November, 2009 before me personally appeared Michael T. Kestner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acutex, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


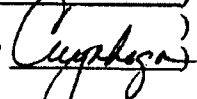

Notary Public

DONNA L. DEBLY, Notary Public
State of Ohio
Recorded in Cuyahoga County
My Commission Expires July 23, 2011

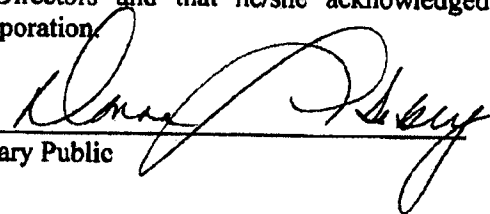
HILITE INDUSTRIES AUTOMOTIVE, LP,

By: Hilite Industries – Texas, Inc., its General Partner

By: 
Name: Michael T. Kestner
Title: Secretary

STATE OF 
COUNTY OF  ss.


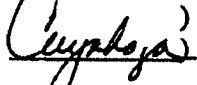
On this 5th day of November, 2009 before me personally appeared Michael T. Kestner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilite Industries – Texas, Inc., as General Partner of Hilite Industries Automotive, LP, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

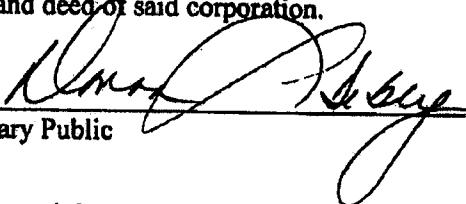
DONNA L. DEBY, Notary Public
State of Ohio
Recorded in Cuyahoga County
My Commission Expires July 23, 2011

HILITE INTERNATIONAL INC.,

By: 
Name: Michael T. Kestner
Title: Secretary

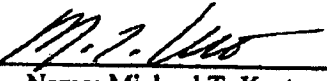
STATE OF )
COUNTY OF ) ss.

On this 5th day of November, 2009 before me personally appeared Michael T. Kestner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilite International, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

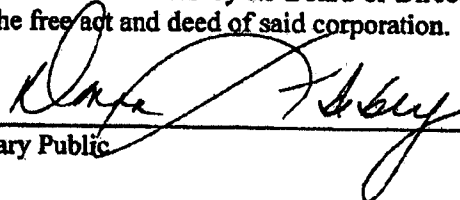
LORNA L. DEBLY, Notary Public
State of Ohio
Recorded in Cuyahoga County
My Commission Expires July 23, 2011

**HILITE INTERNATIONAL SALES GROUP,
INC.,**

By: 
Name: Michael T. Kestner
Title: Secretary

STATE OF Ohio
COUNTY OF Cuyahoga ss.

On this 5th day of November, 2009 before me personally appeared Michael T. Kestner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilite International Sales Group, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

DOLINA L. DEBLY, Notary Public
State of Ohio
Recorded in Cuyahoga County
My Commission Expires July 26, 2011

**NORTH AMERICAN SPRING AND
STAMPING CORP.,**

By: 

Name: Michael T. Kestner

Title: Secretary

STATE OF Ohio

COUNTY OF Cuyahoga

ss.

On this 5th day of November, 2009 before me personally appeared Michael T. Kestner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of North American Spring and Stamping Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

DONNA L. DEBLY, Notary Public
State of Ohio

Recorded in Cuyahoga County
M. C. Commission Expires July 25, 2011

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
NY1549143

TRADEMARK
REEL: 004094 FRAME: 0774

SCHEDULE A

PATENTS

Grantor	Title	<u>Appl. No.</u> Filing Date	<u>Patent No.</u> Issue Date
Acutex, Inc.	Brake Pedal Shock Absorber And Method	09/585071	6520044
		6/1/2000	2/18/2003
Acutex, Inc.	Electromagnetic Solenoid Valve With Variable Force Motor	07/553893	5051631
		7/16/1990	9/24/1991
Acutex, Inc.	Electromagnetic Solenoid Valve With Variable Force Motor	07/607523	5075584
		11/1/1990	12/24/1991
Acutex, Inc.	Normally Rising Variable Force Solenoid	09/557546	6276663
		4/25/2000	8/21/2001
Acutex, Inc.	Solenoid Valve	08/963455	5950984
		11/3/1997	9/14/1999
Acutex, Inc.	Solenoid Valve	09/321232	6095188
		5/27/1999	8/1/2000
Acutex, Inc.	Variable Pressure Solenoid Control Valve	09/579546	6644350
		5/26/2000	11/11/2003
Acutex, Inc.	Variable Pressure Solenoid Control Valve	10/316405	6860293
		12/10/2002	3/1/2005
Hilite Industries Automotive, LP	Brake Proportioning In-Line Ball Valve	09/300572	6213566
		4/27/1999	4/10/2001
Hilite Industries Automotive, LP	Process For Increasing Torque Generated By A Clutch	08/404308	5670213
		3/14/1995	9/23/1997
Hilite International, Inc.	Variable Valve Timing Device	12/006828	N/A
		1/4/2008	N/A
Hilite International, Inc.	Wheel Cylinder For Actuating A Vehicle Brake And A Method Of Manufacturing Same	10/308479	6899017
		12/3/2002	5/31/2005

SCHEDULE B
TRADEMARKS

Grantor	Mark	<u>Filing Date</u> Registration Date	<u>Application No.</u> Registration No.
Acutex, Inc.	ACUTEX	<u>17-NOV-1997</u> 09-MAR-1999	<u>75/390792</u> 2230388
Hilite International, Inc.	HILITE	<u>30-APR-2004</u> 27-JAN-2009	<u>76/589785</u> 3567997
Hilite International, Inc.	HILITE	<u>20-AUG-2008</u> N/A	<u>77/551423</u> N/A
Hilite International, Inc.	HILITE UNIVALVE	<u>01-SEP-2006</u> N/A	<u>76/665536</u> N/A
Hilite International, Inc.	THE UNIVALVE SYSTEM	<u>01-SEP-2006</u> N/A	<u>76/665458</u> N/A

SCHEDULE C
COPYRIGHTS

Grantor	Title	Registration Date	Registration No.
North American Spring & Stamping Corporation	Statistical process gage.	7/23/85	TXu000196286
North American Spring & Stamping Corporation	Statistical process gage: object code.	7/24/85	TXu000193486
North American Spring & Stamping Corporation	Statistical process gage: object code.	7/24/85	TXu000276880
North American Spring & Stamping Corporation	Statistical process gage: source code.	7/23/85	TXu000276878