

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Raybestos Powertrain, LLC		12/28/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BMO Capital Markets Financing, Inc. as Lender
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1673388	PERFORMANCE THROUGH TECHNOLOGY
Registration Number:	1678426	BLUE PLATE SPECIAL
Registration Number:	1738236	RAY-FLEX
Registration Number:	1739690	RAY USA
Registration Number:	1822121	CLUTCH-PACK
Registration Number:	2952645	SW CARBON
Registration Number:	2891768	X-32
Registration Number:	2957628	TAKES HEAT WITHOUT CONING ZPAK

**900150858**

**TRADEMARK**  
**REEL: 004122 FRAME: 0072**

**CH \$240.00 1673388**

Serial Number:	77757639	ALLOMATIC
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**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1680537
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/29/2009

**Total Attachments: 7**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 28, 2009 is made by RAYBESTOS POWERTRAIN, LLC, a Delaware limited liability company (the "Borrower"), in favor of BMO CAPITAL MARKETS FINANCING, INC., as lender, and BANK OF MONTREAL, as issuer of letters of credit (together, the "Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower has executed that certain Demand Note, dated as of the date hereof in the original principal amount of \$18,210,000, in favor of the Lender (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Note") and that certain Loan Authorization Agreement by and between the Borrower and the Lender, dated as of the date hereof (the "Loan Agreement");

WHEREAS pursuant to the Loan Agreement, the Lender has agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Borrower has executed and delivered a Pledge and Security Agreement, dated as of the date hereof, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans and other financial accommodations to the Borrower pursuant to the Loan Agreement, the Borrower agrees. for the benefit of the Lender as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Trademarks" shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity

and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon a demand for payment made by the Lender under the Loan Agreement, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Governing Law, Entire Agreement, etc. **THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE LOAN AGREEMENT CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail transmission of a portable document file (“pdf”) will be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RAYBESTOS POWERTRAIN, LLC  
as Borrower

By:   
Name: DANIEL GASTON  
Title: CEO

BMO CAPITAL MARKETS FINANCING, INC.  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

BANK OF MONTREAL

By: \_\_\_\_\_  
Name:  
Title:

*{Signance Page 1, Grant of Security Interest in Trademark Rights}*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RAYBESTOS POWERTRAIN, LLC  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

BMO CAPITAL MARKETS FINANCING, INC.  
as Lender

By: Denise Sidlo  
Name: Denise Sidlo  
Title: Director

BANK OF MONTREAL

By: Denise Sidlo  
Name:  
Title: Denise Sidlo  
Director

*[Signature Page to Grant of Security Interest in Trademark Rights]*

STATE OF Indiana )  
 ) ss  
COUNTY OF Montgomery )

On the 28 day of December, 2009, before me personally came Daniel Gaston; who, being duly sworn, did depose and say that he is the Chief Executive Officer of Raybestos Powertrain, LLC, a Delaware limited liability company, the Borrower described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the managing member of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

THOMA DOWNEY  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
My Comm. Expires March 23, 2017

Thoma Downey  
Notary Public

(PLACE STAMP AND SEAL ABOVE)





**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
Performance Through Technology	1,673,388
Blue Plate Special	1,678,426
Rayflex	1,738,236
RAY USA and Design	1,739,690
Clutch-Pack	1,822,121
SW Carbon & Design	2,952,645
X-32	2,891,768
ZPAK & Design – Takes Heat Without Cloning	2,957,628
ALLOMATIC	Unregistered

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