

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
Neapco, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Neapco Drivelines, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Services Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	16219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77603976	NEAPCO DRIVELINES
Serial Number:	77604091	INNOVATIVE DRIVETRAIN SOLUTIONS
Serial Number:	76121714	DURA-LUBED
Serial Number:	73809696	NEAPCO
Serial Number:	73463767	PDQ
Serial Number:	73425086	DURA-SLIP
Serial Number:	71530113	NEAPCO
Serial Number:	77542345	NEAPCO

CORRESPONDENCE DATA

Fax Number: (202)408-3141
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900152248

**TRADEMARK
 REEL: 004132 FRAME: 0247**

CH \$215.00 77603976

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 249334

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 01/15/2010

Total Attachments: 11

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NEAPCO, LLC
 NEAPCO DRIVELINES, LLC
 740 QUEEN STREET
 PITTSBURGH, PA 19464

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: PA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal Address: Commercial Loan Services Center

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: USA Zip: 16219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 12/18/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City New York

State NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 249334

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

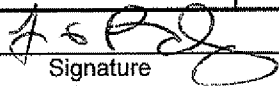
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

1/14/2010

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 18th day of December, 2009 by NEAPCO, LLC, a Delaware limited liability company, and NEAPCO DRIVELINES, LLC, a Delaware limited liability company (each a "Grantor," and collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders (as defined below).

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantors as of the date of this Agreement.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

NEAPCO, LLC

By: 

Name: John C. Lion

Title: Vice President of Finance and Administration

NEAPCO DRIVELINES, LLC

By: 

Name: John C. Lion

Title: Vice President of Finance and Administration

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Diane M. Shaak
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

NEAPCO, LLC


By: _____
Name: John C. Lion
Title: Vice President of Finance and Administration

NEAPCO DRIVELINES, LLC

By: _____
Name: John C. Lion
Title: Vice President of Finance and Administration

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Diane M. Shaak
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

U.S. Patents Owned by Neapco Drivelines, LLC

Docket Number	Patent/Pub/App Number	Title	Country	Status
199-1819	6579186	SPIDER HAVING A SUPPORT SURFACE FOR USE IN A UNIVERSAL JOINT	US	Active
195-0965	5772520	VENTED STUDYOKE ON SLIP-BETWEEN-CENTER DRIVESHAFT	US	Active
197-0480	6243937	DRIVESHAFT SLIP YOKE FLUID SEALING PLUG	US	Active
197-0480	08/926089	DRIVESHAFT SLIP YOKE FLUID SEALING PLUG	US	Inactive
198-1474	6303896	DYNAMIC BALANCING BY LASER MATERIAL REMOVAL	US	Active
198-1475	6279221	VEHICLE DRIVESHAFT	US	Active
198-1475	6527644	VEHICLE DRIVESHAFT	US	Active
199-0703	6422947	DRIVESHAFT BEARING ASSEMBLY	US	Active
V201-0716	6682429	SHAFT WITH A VENTING SYSTEM	US	Active
V203-0067	7115037	UNIVERSAL JOINT AND METHOD OF SERVICING A STAKED UNIVERSAL JOINT	US	Active
V204-0014	11/006450	SPLINE SHAFT SEAL ASSEMBLY	US	Active
V200-0901	6705949	SHAFT SPLINE HAVING A STRAIGHT SIDE TOOTH PROFILE	US	Active
V200-0956	6802780	SEAL FOR DOUBLE-TUBE DRIVESHAFT	US	Active
V200-0957	6739976	PLASTIC BOOT FOR SEALING DOUBLE-TUBE DRIVESHAFT	US	Active
V201-0085	6722991	VENTING SYSTEM AND METHOD FOR A DRIVESHAFT	US	Active
V202-0092	7025167	A SHAFT TO TRANSFER TORQUE IN A VEHICLE	US	Active

U.S. Patents Licensed by Neapco Drivelines, LLC

Docket Number	Patent/Pub/App Number	Title	Country	Status
9-0644	5234378	ROTATIONALLY BALANCED ASSEMBLY	US	Active
199-1177	6623364	TUNABLE SLIP YOKE DAMPER ASSEMBLY	US	Active
V200-0284	7143510	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	US	Active
V200-0284	09/965316	SHAFT ASSEMBLY PROVIDING A SURFACE FOR FORMING JOINTS	US	Active
V201-0322	6701802	BALANCING WEIGHT FOR A ROTATING SHAFT	US	Active
V202-0221	10/386052	ROTATABLY BALANCED SHAFT AND BALANCING METHOD	US	Inactive
V202-0313	6893349	METHOD AND ASSEMBLY FOR BALANCING A SHAFT ASSEMBLY WITH MISBUILD PREVENTION DEVICE	US	Active
V203-0262	not filed	PROCESSING METHODOLOGY TO HEAT TREAT AND FORM LOCALIZED AREAS OF PRE-AGE HARDENED ALUMINUM ALLOY TUBING EXTRUSIONS	US	Inactive
V203-0567	11/004417	STIR WELDED DRIVE SHAFT AND METHOD OF MAKING SAME	US	Active
V203-0568	7083523	DAMPER FOR A VEHICLE TORQUE TRANSFERRING ASSEMBLY	US	Active
81143115	11/527051	MULTIFREQUENCY TUNABLE ENERGY ABSORBER FOR NVH CONTROL	US	Active
81145585	11/516287	STEEL DRIVESHAFT WITH CAST IRON YOKE	US	Active
81151710	11/711312	DRIVESHAFT CENTER BEARING WITH TMD	US	Active
199-1810	6582151	DRIVE AXLE ASSEMBLY	US	Active

074658.01310/11956594v.1

V203-0187	7222426	METHOD OF FORMING CONSTANT VELOCITY JOINT	US	Active
V203-0600	2005/0229372A 1	METHOD OF FINISHING A METAL PREFORM	US	Active
I99-1562	6711818	METHOD FOR MACHINING OPENINGS IN WORKPIECES	US	Active

U.S. Patents Owned by Neapco, LLC

6,585,444 Quick-release coupler
6,425,605 Shaft assembly capable of length variation and having minimal rotational backlash and minimal sliding resistance
6,241,616 Variable length double telescoping drive shaft assembly
6,059,663 One-piece sealing system for a universal joint assembly
6,050,899 Sealing system for a universal joint assembly
5,938,534 Radial free motion driveline
5,827,122 Radial free motion driveline
5,762,556 Adjustable free motion clutch
5,601,380 Quick disconnect coupling device
4,859,110 Automatic coupling device
4,669,737 Annular shaft seal with cam portion on sealing lip
4,622,840 Method for drawing telescoping tubes for torque transmission
4,622,022 Telescoping tubes for torque transmission
4,568,313 Protective guard for articulated shafting
4,154,065 Universal joint pivot assembly

U.S. Trademarks Owned by Neapco Drivelines, LLC

Reg. Number
77603976 NEAPCO DRIVELINES

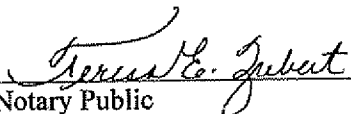
U.S. Trademarks Owned by Neapco, LLC

Reg. Number
77604091 INNOVATIVE DRIVETRAIN SOLUTIONS
77542345 NEAPCO
76121714 DURA-LUBED
73809696 NEAPCO
73463767 PDQ
73425086 DURA-SLIP
71530113 NEAPCO

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Montgomery* :

On this 15th of December, 2009, before me personally appeared John C. Lion, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of NEAPCO, LLC, a Delaware limited liability company, and NEAPCO DRIVELINES, LLC, a Delaware limited liability company; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such companies; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa E. Zubert, Notary Public
West Pottsgrove Twp., Montgomery County
My Commission Expires Aug. 12, 2012
Member, Pennsylvania Association of Notaries

(ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

POWER OF ATTORNEY

NEAPCO, LLC, a Delaware limited liability company, and NEAPCO DRIVELINES, LLC, a Delaware limited liability company (each a "Grantor," and collectively, the "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, dated as of December 18, 2009 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated the date hereof (as amended, restated, supplemented or modified from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record their interests in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

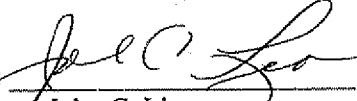
NEAPCO, LLC

By: 

Name: John C. Lion

Title: Vice President of Finance and Administration

NEAPCO DRIVELINES, LLC

By: 

Name: John C. Lion

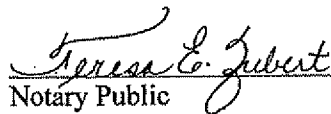
Title: Vice President of Finance and Administration

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Montgomery* :

On this 15th of December 2009, before me personally appeared John C. Lion, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of NEAPCO, LLC, a Delaware limited liability company, and NEAPCO DRIVELINES, LLC, a Delaware limited liability company; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa E. Zubart, Notary Public
West Pottsgrove Twp., Montgomery County
My Commission Expires Aug. 12, 2012
Member, Pennsylvania Association of Notaries

**(ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)**