

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Luk Lamellen und Kupplungsbau Beteiligungs KG | | 11/19/2009 | LIMITED PARTNERSHIP: GERMANY |
| RECEIVING PARTY DATA | | | |
| Name: | The Royal Bank of Scotland PLC | | |
| Street Address: | 135 Bishopsgate | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC2M 3UR | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1904336 | LUK | |
| Serial Number: | 75851640 | LUK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)610-6399 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-610-6300 | | |
| Email: | laurie.emmer@newyork.allenoverly.com | | |
| Correspondent Name: | Laurie Emmer | | |
| Address Line 1: | 1221 Avenue of the Americas | | |
| Address Line 2: | Allen & Overy LLP | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | F124688 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Laurie Emmer | | |

OP \$65.00 1904336

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**TRADEMARK
 REEL: 004139 FRAME: 0752**

Address Line 1: 1221 Avenue of the Americas
Address Line 2: Allen & Overy LLP
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Laurie Emmer

Signature: /Laurie Emmer/

Date: 01/28/2010

Total Attachments: 19

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PLEDGE

This pledge (the "**Pledge**") is dated as of 10 December 2009 and made between **LuK Lamellen und Kupplungsbau Beteiligungs KG**, a limited partnership (*Kommanditgesellschaft*) organised under the laws of Germany with registered seat in Bühl, Germany, registered with the commercial register (*Handelsregister*) of the lower court (*Amtsgericht*) of Mannheim under HRA 211097 as the pledgor (the "**Pledgor**"), duly represented by its general partner **LuK Deutschland Beteiligungs KG**, itself represented by its general partner **Schaeffler KG**, itself represented by its general partner **INA Management GmbH**, and the **Royal Bank of Scotland plc** as original pledgee and as security agent (the "**Security Agent**") and the financial institutions as listed in Annex 1 (together with the Security Agent, the "**Original Pledgees**"), duly represented by the signatories.

RECITALS:

- (A) The Pledgor is party to a **PATENT AND TRADE MARK RIGHTS PLEDGE AGREEMENT**, dated as of 10 December 2009 in favour of the Original Pledgees (as it may from time to time be amended, modified or supplemented), pursuant to which the Pledgor and the Original Pledgees are required to execute and deliver this Pledge.
- (B) In consideration of the mutual conditions and agreements set forth in the **PATENT AND TRADE MARK RIGHTS PLEDGE AGREEMENT** and this Pledge, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

The Pledgor hereby agrees to grant and hereby grants a pledge ("*Pfandrecht*") to the Original Pledgees over any and all existing and future rights and claims, including those that are conditional or limited in time, under the patents, patent applications, trade mark registrations and trade mark applications (together the "**IP Rights**") listed in Annex 2, including the rights in and to any of the IP Rights and all ancillary rights.

The Original Pledgees hereby accept the pledge.


In witness whereof, the Pledgor and the Original Pledgees have caused the Pledge to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

LuK Lamellen und Kupplungsbau Beteiligungs KG

as Pledgor

Represented by its general partner LuK Deutschland Beteiligungs KG, itself represented by its general partner Schaeffler KG, itself represented by its general partner INA Management GmbH

By


Name printed:

Position:

The Royal Bank of Scotland plc

as Security Agent

By


Name printed:


Christine Weis
Associate Director

Position:

The Royal Bank of Scotland plc

as Original Pledgee

By


Name printed: SYED IQBAL

Position:

DIRECTOR

The Royal Bank of Scotland plc, Niederlassung Frankfurt am Main

as Original Pledgee

By



Name printed: *STUART HENEK*

Position: *DIRECTOR*

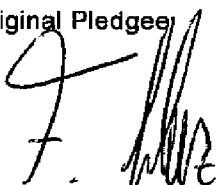


Axel Sommer
Director

Bayerische Hypo-und Vereinsbank, AG


as Original Pledgee

By



Name printed: *Frank Schanz*

Position: *Managing Director*



Kai Schmitt

Director

Unicredit Luxembourg S.A.

as Original Pledgee

By




Name printed: *Christophe Kneip*

Position: *Legal Counsel*

Commerzbank Aktiengesellschaft

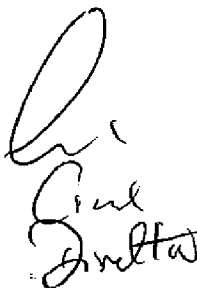
as Original Pledgee

By



Name printed: *Dr. H.-G. Heesen*

Position: *Direktor*



Commerzbank Aktiengesellschaft, Filiale Luxemburg

as Original Pledgee

By

Heesen



Name printed: **Dr. H.-G. Heesen**

Position: **Diréktor**

Conrad
Dinkel

Landesbank Baden-Württemberg

as Original Pledgee

By

Schneider



Name printed: **Souja Schneider**

Position: **Director**

Rainer Bucher
VP

UBS AG, London Branch

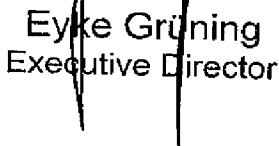
as Original Pledgee

By

Grüning

Name printed: **Eyke Grüning**

Position: **Executive Director**



Annex 1
The Original Pledges

Part I

The Mandated Lead Arrangers under the Senior Facility Agreement

1 Bayerische Hypo- und Vereinsbank AG,
as Mandated Lead Arranger:
Arabellastraße 14
81925 München
Germany
Attn.: Frank Schauz

2 Commerzbank Aktiengesellschaft,
as Mandated Lead Arranger:
Mainzer Landstraße 153
60327 Frankfurt am Main
Germany
Attn.: Rolf Crux

3 Landesbank Baden-Württemberg,
as Mandated Lead Arranger:
Fritz Elsasstraße 31
70174 Stuttgart
Germany
Attn.: Norbert Floegel

4 The Royal Bank of Scotland PLC,
as Mandated Lead Arranger:
280 Bishopsgate
London EC2M 4RB
United Kingdom
Attn.: Syed Khan

A11463856

5 UBS AG, London Branch,
as Mandated Lead Arranger:
Acquisition & Leveraged Finance Group
2 Finsbury Avenue
London, EC2M 2PP
United Kingdom
Attn.: Graham Vance

A11463856

TRADEMARK
REEL: 004139 FRAME: 0759

Part II

The Original Lenders under the Senior Facility Agreement

- 6** Commerzbank Aktiengesellschaft,
as Original Lender:
Mainzer Landstraße 153
60327 Frankfurt am Main
Germany
Attn.: Rolf Crux
- 7** Commerzbank Aktiengesellschaft,
as Original Lender:
Filiale Luxemburg
25, Rue Edward Steichen
2540 Luxembourg
Attn.: Kai Bringewald
- 8** Landesbank Baden-Württemberg,
as Original Lender:
Fritz Elsasstraße 31
70174 Stuttgart
Germany
Attn.: Norbert Floegel
- 9** The Royal Bank of Scotland PLC, Niederlassung Frankfurt
as Original Lender:
Junghofstraße 22
60311 Frankfurt am Main
Germany
Attn.: Stuart Hewer

A11463856

10 UBS AG, London Branch,
as Original Lender:
Acquisition & Leveraged Finance Group
2 Finsbury Avenue
London, EC2M 2PP
United Kingdom
Attn.: Graham Vance

11 Unicredit Luxembourg S.A.,
as Original Lender:
Corporate and Investment Banking
4, Rue Alphonse Weicker
2721 Luxembourg

Part III

The Facility Agent and Security Agent under the Senior Facility Agreement

12 The Royal Bank of Scotland PLC,
as Security Agent and Facility Agent:
280 Bishopsgate
London EC2M 4RB
United Kingdom
Attn.: Nick Watkins

A11463856

TRADEMARK
REEL: 004139 FRAME: 0762

Part IV
The Hedging Counterparties

13 Bayerische Hypo- und Vereinsbank AG,

as Hedging Counterparty:

Arabellastraße 14

81925 München

Germany

Attn.: Frank Schauz

14 Commerzbank Aktiengesellschaft,

as Hedging Counterparty:

Mainzer Landstraße 153

60327 Frankfurt am Main

Germany

Attn.: Rolf Crux

15 Landesbank Baden-Württemberg,

as Hedging Counterparty:

Fritz Elsasstraße 31

70174 Stuttgart

Germany

Attn.: Norbert Floegel

16 The Royal Bank of Scotland PLC,

as Hedging Counterparty:

280 Bishopsgate

London EC2M 4RB

United Kingdom

Attn.: Syed Khan

A11463856

Part V

The Ancillary Lenders under the Senior Facility Agreement

17 Bayerische Hypo- und Vereinsbank AG,

as Ancillary Lender:

Arabellastraße 14

81925 München

Germany

Attn.: Frank Schauz

18 Commerzbank Aktiengesellschaft,

as Ancillary Lender:

Mainzer Landstraße 153

60327 Frankfurt am Main

Germany

Attn.: Rolf Crux

Annex 2
List of IP-Rights

A11463856

Annex A

Patents:

| Internes Aktenzeichen | Land | Anmelde-/Registernummer | Titel |
|-----------------------|------|--------------------------|---|
| P070239/10US | US | 12/315,180 | Mindestdruckventil zur Verbesserung des Pumpenansaugverhaltens in hydraulischen Steuerungen |
| 0620 VII US | US | 07/963,405/ US 5,295,915 | Stufenloser Momentenfühler |
| 0634 A US | US | 08/026,588 | Reibungskupplung |
| 0634 A DIV US | US | 08/831,912 | Reibungskupplung |
| 0641 A US | US | 08/284,737 | Reibungskupplung |
| 0641 A DIV II US | US | 09/441,017 | Reibungskupplung |
| 0641 A DIV III CONT | US | 09/784,576 | Reibungskupplung |
| 0654 A CONT US | US | 08/630,336 | Verschleißnachstellung, Ausgleichsring wird durch Fühlerring gebremst; Nachstellung erfolgt in Abhängigkeit einer Konizitätsveränderung der Tellerfeder |
| 0662 A US | US | 08/250,760 | Reibungskupplung |
| 0662 A DIV US | US | 09/502,639 | Reibungskupplung |
| 0662 A DIV I US | US | 09/921,687 | Reibungskupplung |
| 0721 B US | US | 09/208,161 | Reibungskupplung |
| P060193/10WOUS | US | 12/380,574 | Kupplung mit Verschleißnachstellung |

| | | | |
|------------------|----|------------|--|
| P060325/10W0US | US | 12/466,968 | Zugedrückte selbstnachstellende Reibungskupplungen mit Transportsicherung für die Nachstelleinrichtung |
| P050261/10W0US | US | 12/288,457 | Kupplungsreibbelag: Underlayer-Overlayer-Konzept |
| 0656 A US | US | 10/943,637 | Turbinendämpfer mit außenliegenden Federn (Turbine damper with radial outer arc springs) |
| 0656 A CONT US | US | 10/943,637 | Turbinendämpfer mit außenliegenden Federn (Turbine damper with radial outer arc springs) |
| P050013/10 WO US | US | 11/886,761 | Torsionsdämpfer statt hydrodynamischer Kupplung [Torsional damper instead of hydrodynamic coupling (fluid coupling)] |
| P050210/10W0US | US | 12/084,840 | Große Masse zwischen zwei Dämpfern (Great mass between two dampers) |
| P050211/10W0US | US | 12/084,837 | Große Masse zwischen zwei Dämpfern (Great mass between two dampers) |
| P050212/10W0US | US | 12/084,836 | Große Masse zwischen zwei Dämpfern (Great mass between two dampers) |
| P050213/10W0US | US | 12/084,742 | Große Masse zwischen zwei Dämpfern (Great mass between two dampers) |
| P050219/10W0US | US | 12/084,831 | Große Masse zwischen zwei Dämpfern (Great mass between two dampers) |
| P060007/10US | US | 11/651,673 | Drei-Kanal-Wandler mit Kupplung zwischen 2 Dämpfern (Dual-Mass-Torque Converter) |
| 0674 A US | US | 08/420,238 | Drehwinkelbegrenzer (Torsion angle limiter) |
| 0674 A DIV US | US | 08/831,136 | Drehwinkelbegrenzer (Torsion angle limiter) |
| 0674 B US | US | 08/465,817 | Drehwinkelbegrenzer (Torsion angle limiter) |
| P040231/10W0US | US | 11/794,031 | WK-Dichtung (TCC-sealing) |
| P050268/10US | US | 11/637,326 | Vergößerter Lock-up Durchmesser (Enlarged Lock-Up diameter) |
| P060226/10W0US | US | 12/315,339 | Drei-Punkt-Blattfeder (Triple-point-leaf spring for twin-plate) |

| | | | |
|---------------|----|------------------------|--|
| GS 0656 B US | US | 10/792,068 | Elektromotorisches Ausstücksystem |
| 0608 B US | US | 07/708,935/ US 5261516 | Lagerdurchmesser < Verschraubungsdurchmesser |
| 0608 B DIV US | US | 08/153,579 | Lagerdurchmesser < Verschraubungsdurchmesser |

Trademarks

| Unser Zeichen | Lnd | Marke | Art de Marke | Anmelder/Inhaber | Anmeldung | Anim-AZ | Registrierung | Reg-Az |
|---------------|-----|------------------|----------------|---------------------------|------------|------------|---------------|-----------|
| 1037 US 12/41 | US | LuK | Wortmarke | Luk Beteiligungs KG | 22.10.1992 | 324,741 | 11.07.1995 | 1,904,336 |
| 1053 US | US | LuK gelb/schwarz | Wort/Bildmarke | Luk Beteiligungs KG | 17.11.1999 | 75/851,640 | | |

I, the undersigned notary, do hereby certify that

1. Mr. **Klaus Georg Josef Deißberger**, born on 18 May 1955
residing at 91054 Erlangen, Rathsberger Straße 41

acting on behalf of

LuK Lamellen und Kupplungsbau Beteiligungs KG,
Industriestraße 3 ,77815 Bühl/Baden

2. Ms. **Christine Weis**, born on 9 September 1977
residing at 60322 Frankfurt am Main, Hansaallee 29g

acting on behalf of

The Royal Bank of Scotland plc,
Bishopsgate 280, EC2M 4RB London

3. Mr. **Syed Khursheed Raza Khan**, born on 23 July 1956

acting on behalf of

The Royal Bank of Scotland plc,
Bishopsgate 280, EC2M 4RB London

4. Mr. **Stuart Peter Hewer**, born on 19 September 1964

acting on behalf of

The Royal Bank of Scotland plc, Niederlassung Frankfurt
60311 Frankfurt, Junghofstr. 22

5. Mr. **Axel Sommer**, born on 28 April 1967
residing at 60388 Frankfurt am Main, Im Dinkelfeld 17

acting on behalf of

The Royal Bank of Scotland plc, Niederlassung Frankfurt
60311 Frankfurt, Junghofstr. 22

6. Mr. **Frank Markus Schauz**, born on 25 September 1966
residing at 89551 Königsbrunn, Weikersbergstraße 53

acting on behalf of

Bayerische Hypo- und Vereinsbank AG
81925 München, Arabellastraße 14

7. Mr. **Kai Schmitt**, born on 28 November 1970
residing at 80636 München, Blütenburgstraße 108

acting on behalf of

Bayerische Hypo- und Vereinsbank AG
81925 München, Arabellastraße 14

8. Ms. **Christiane Elisabeth Kneip**, born on 12 June 1973
residing at 80804 München, Rümmanstraße 41

acting on behalf of

Unicredit Luxembourg S.A.
2721 Luxembourg, 4, Rue Alphonse Weicker

9. Dr. **Hans-Georg Heesen**, born on 8 March 1963
residing at 61267 Neu-Anspach Hausen-Arnstach, Eisenbachweg 26

acting on behalf of

Commerzbank Aktiengesellschaft
60327 Frankfurt am Main, Mainzer Landstraße 153

10. Mr. **Rolf-Theodor Bruno Wilhelm Crux**, born on 9 February 1957
residing at 61462 Königstein, Wiesenstraße 13A

acting on behalf of

Commerzbank Aktiengesellschaft
60327 Frankfurt am Main, Mainzer Landstraße 153

11. Dr. **Hans-Georg Heesen**, born on 8 March 1963
residing at 61267 Neu-Anspach Hausen-Arnstach, Eisenbachweg 26

acting on behalf of

Commerzbank Aktiengesellschaft, Filiale Luxemburg
L-2540 Luxemburg, 25, rue Edward Steichen

12. Mr. **Rolf-Theodor Bruno Wilhelm Crux**, born on 9 February 1957
residing at 61462 Königstein, Wiesenstraße 13A

acting on behalf of

Commerzbank Aktiengesellschaft, Filiale Luxemburg
L-2540 Luxemburg, 25, rue Edward Steichen

13. Ms. **Sonja Schneider**, born on 30 March 1967
residing at 70199 Stuttgart, Böcklerstraße 11 B

acting on behalf of

Landesbank Baden-Württemberg
70174 Stuttgart, Fritz Elsasstraße 31

14. Mr. **Rainer Bucher**, born on 20 October 1977
residing at 70734 Fellbach, Eugenstraße 23

acting on behalf of

Landesbank Baden-Württemberg
70174 Stuttgart, Fritz Elsasstraße 31

15. Mr. **Eyke Grüning**, born on 4 July 1971
residing at 65824 Schwalbach, Ostring 12

acting on behalf of

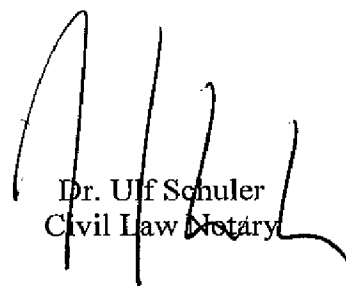
UBS AG, London Branch
EC2M 2PP London, 2 Finsbury Avenue

signed the attached document before me in the office of Linklaters LLP, 60325 Frankfurt am Main, Mainzer Landstraße 16, to where I had gone upon request.

All signatories identified themselves by submission of valid official identification documents.

I asked the signatories whether I or any member of my firm have acted before in the matter which is the subject of this instrument, other than in a notarial capacity. My question was answered in the negative. I myself did not make any other finding.

Frankfurt am Main, 10 December 2009


Dr. Ulf Schuler
Civil Law Notary

