

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stabilus, Inc.		04/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J.P. Morgan Europe Limited		
Street Address:	125 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 5AJ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2778423	MASTER-LIFT	
Registration Number:	2771005	POWERISE	
Registration Number:	3331078	MASTER-LIFT DED	
Serial Number:	78662529	BOOST	
Serial Number:	78708135	ECONORISE	
Serial Number:	78721055	EZDOWN	
Serial Number:	78902397	POWERISE	
Serial Number:	78944793	POWER-LIFT	
Serial Number:	77599664	EZ SWITCH	
Serial Number:	77519968	SROID	
Serial Number:	77471932	EZ OFF	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

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Phone: 212-610-6300
Email: john.flynn@federalresearch.com
Correspondent Name: Evelyn Rodriguez
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 454049

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: John Flynn

Signature: /JF/

Date: 04/30/2010

Total Attachments: 9
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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of April 8, 2010, is made by Stabilus, Inc. (the "**Grantor**") in favor of J.P. Morgan Europe Limited, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Intercreditor Agreement referred to below).

WHEREAS, Servus Holdco S.à r.l., a *société à responsabilité limitée* incorporated in Luxembourg ("**Acquilux**"), the borrowers and guarantors party thereto, J.P. Morgan plc, as the mandated lead arranger, J.P. Morgan Europe Limited, as agent (the "**Senior Facility Agent**"), the Security Trustee and the lenders party thereto, among others, entered into a senior facilities agreement pursuant to a supplemental agreement, dated April 8, 2010 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**").

WHEREAS, Acquilux, Stabile Beteiligungs GmbH, a limited liability company organized under the laws of the Federal Republic of Germany, as the borrower and Wilmington Trust (London) Limited, as agent (the "**Mezzanine Facility Agent**"), the Security Trustee, and the lenders party thereto, among others, have entered into a mezzanine facility agreement dated April 8, 2010 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**"; together with the Senior Facilities Agreement, the "**Facilities Agreements**").

WHEREAS, the Senior Facility Agent, the Mezzanine Facility Agent, the Security Trustee, the other finance parties and obligors party thereto have entered into an intercreditor agreement dated April 8, 2010 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**").

WHEREAS, the Grantor has entered into a security agreement dated as of dated as of April 8, 2010 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security**

The Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by the Grantor to the Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- 1.2 all United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Trustee from time to time) (the "**Trademarks**") and all good will of the Grantor's business symbolized by the Trademarks and associated therewith;
- 1.3 all copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Trustee from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing. For purposes of this IP Security Agreement, the term "proceeds" includes whatever is receivable or received when the Collateral above or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Recordation

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. Execution in Counterparts

This 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.

4. Grants, Rights and Remedies

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STABILUS, INC.

By:


Title:

Address:

1201 Tulip Drive

Gastonia, North Carolina 28052-1898

Email Address:


H. Hobbs

By:


Title:

Address:

1201 Tulip Drive

Gastonia, North Carolina 28052-1898

Email Address:


H. Hobbs

Signature Page to Stabilus, Inc. IP Security Agreement

Schedule A

Patents

Title	Jurisdiction	Application No.	Patent No.	Application Date	Expiration Date
Gas Spring with an Anti-Rattle Piston Assembly	US	458306	US4989700	December 28, 1989	December 28, 2009
Plastic Stand Pipe Support for Load-Bearing Adjustable Column	US	671016	US5161786	May 15, 1991	May 15, 2011
Emergency Locking Gas Spring	US	08/815423	US6047797	March 11, 1997	March 11, 2017
Adjustable Installation with a Controlled Locking Gas Spring and an Emergency Locking Gas Spring	US	09/474232	US6206153B1	December 29, 1999	December 29, 2019
Adjustable Installation with a Controlled Locking Gas Spring and an Emergency Locking Gas Spring	US	09/474228	US6145638	December 29, 1999	December 29, 2019
Temperature Compensating Valve Assembly	US	11/052437		February 7, 2005	February 7, 2025
Gas Spring Assembly with Bumper	US			June 17, 2005	June 17, 2025
Gas Spring Assembly with Bumper	EP	06009918		May 14, 2006	May 14, 2026
Tailgate Dampener Apparatus	US	11/510434		August 25, 2006	August 25, 2026
Gas Spring Assembly with Pre-Paint Protective Sleeve	EP	4780899		August 12, 2004	August 12, 2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	AU	2004264524		August 12, 2004	August 12, 2024
Gas Spring Assembly with	BR	PI0413550		August 12,	August 12,

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Pre-Paint Protective Sleeve				2004	2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	CA	2535708		August 12, 2004	August 12, 2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	CN			August 12, 2004	August 12, 2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	JP	2006-523363		August 12, 2004	August 12, 2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	KR	10-2006-7003008		August 12, 2004	August 12, 2024
Gas Spring Assembly with Pre-Paint Protective Sleeve	MX	2006-001684		August 12, 2004	August 12, 2024
Tailgate Dampening Apparatus	MX	2006-010428		September 13, 2006	September 13, 2026
Tailgate Dampening Apparatus	CA	2558937		September 5, 2006	September 5, 2026
Tailgate Dampening Apparatus	AG	P070100038		January 4, 2007	January 4, 2027
Tailgate Dampening Apparatus	BR	PI0700020		January 9, 2007	January 9, 2027
Tailgate Dampening Apparatus	US	11/510434		August 25, 2006	August 25, 2026
Gas Spring Assembly with Pre-Paint Protective Sleeve	US	10/627910		April 9, 2007	April 9, 2027
Temperature Compensating Valve Assembly	DE	2006000335		February 2, 2006	February 2, 2026
Temperature Compensating Valve Assembly	MX	2007009460		August 6, 2007	August 6, 2027
Temperature Compensating Valve Assembly	CA	2597091		February 2, 2006	February 2, 2026

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Schedule B**Trademarks**

Name	Application No.	Registration No.	Application Date	Registration Date
Master-Lift	76-358234	2778423	January 14, 2002	October 28, 2003
Powerise	76-405292	2771005	May 9, 2002	October 7, 2003
Master-Lift Ded	78-645373		June 2, 2005	
Boost	78-662529		July 1, 2005	
Econrise	78-708135		September 7, 2005	
Ezdown	78-721055		September 27, 2005	
Powerwise	78-902397		June 7, 2006	
Powerwise-Lift	78-944793		August 4, 2006	
EZ Switch	77-599664		October 24, 2008	
Sroid	77-519968		July 11, 2008	
EZ Off	77-471932		May 12, 2008	

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Schedule C

Copyrights

None.

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RECORDED: 04/30/2010

**TRADEMARK
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