

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent, Trademark and Copyright Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Henniges Automotive Holdings, Inc.		02/24/2012	CORPORATION: DELAWARE
Henniges Automotive Sealing Systems North America, Inc.		02/24/2012	CORPORATION: DELAWARE
Schlegel Corporation		02/24/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0931125	ROUND-UP
Registration Number:	3539086	HENNIGES

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
 Phone: 412-562-1637  
 Email: vicki.cremonese@bipc.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Michael L. Dever  
 Address Line 1: 301 Grant Street  
 Address Line 2: 20th Floor  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

<b>ATTORNEY DOCKET NUMBER:</b>	0011046-302020
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NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	02/24/2012
<b>Total Attachments: 18</b> source=pnc-henniges security agreement#page1.tif source=pnc-henniges security agreement#page2.tif source=pnc-henniges security agreement#page3.tif source=pnc-henniges security agreement#page4.tif source=pnc-henniges security agreement#page5.tif source=pnc-henniges security agreement#page6.tif source=pnc-henniges security agreement#page7.tif source=pnc-henniges security agreement#page8.tif source=pnc-henniges security agreement#page9.tif source=pnc-henniges security agreement#page10.tif source=pnc-henniges security agreement#page11.tif source=pnc-henniges security agreement#page12.tif source=pnc-henniges security agreement#page13.tif source=pnc-henniges security agreement#page14.tif source=pnc-henniges security agreement#page15.tif source=pnc-henniges security agreement#page16.tif source=pnc-henniges security agreement#page17.tif source=pnc-henniges security agreement#page18.tif	

## AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "**Agreement**"), dated as of February 24, 2012 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Henniges Automotive Holdings, Inc., a Delaware corporation (the "**Borrower**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York, as amended from time to time (the "**Code**").

(b) "**Copyrights**" shall mean, collectively, all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright registration applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule A, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

(c) "**Excluded Assets**" shall mean any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom.

(d) "**Patents**" shall mean, collectively, all domestic and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule A, all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

(e) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of the Borrower, and each and every Pledgor and other Loan Party to the Administrative Agent, the Lenders, or any provider of any Lender Provided Hedge or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Borrower, and each and every Pledgor and other Loan Party to the Administrative Agent, the Lenders, or any provider of any Lender Provided Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all Reimbursement Obligations and any other reimbursement obligations of the Borrower, and each and every Pledgor and other Loan Party with respect to any one or more Letters of Credit issued by any Issuing Lender; and (iii) any sums

advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including Commitment Fees, Letter of Credit Fees, and any other commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

(f) **"Trademarks"** shall mean, collectively, all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule A, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; provided, however, that notwithstanding anything herein to the contrary, in no event shall the foregoing include nor the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom.

2. Grant of Security Interest. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates to which or to whom any Secured Obligations are owing, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights; except that, notwithstanding the foregoing, no grant of a security interest shall include Excluded Assets.

3. Representations, Warranties and Covenants. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing at least five (5) Business Days prior written notice the Administrative Agent; and

(i) such Pledgor will not change its name without providing at least five (5) Business Days prior written notice to the Administrative Agent.

4. Joint and Several. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors and the other Loan Parties. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against the Borrower, and any Pledgor or other Loan Party without any duty or responsibility to pursue the Borrower, or any other Pledgor or other Loan Party and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against the Borrower, or any Pledgor or other Loan Party. Each of the Lenders and the Administrative Agent hereby reserves all rights against the Borrower, and each and every Pledgor and other Loan Party.

5. No Inconsistent Agreements. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid In Full, all Commitments have been terminated and all Letters of Credit and Lender Provided Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. New Patents, Trademarks or Copyrights. If, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit and Lender Provided Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall report any filing of any Patent or any registered Trademark or registered Copyright to the Administrative Agent in the Compliance Certificate delivered concurrently with the delivery of financial statements for the fiscal quarter of Holdings in which such filing occurs. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, registered trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, or any Pledgor or other Loan Party, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative

Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Attorney-in-Fact. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Termination. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit and Lender Provided Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Costs, Expenses and Fees. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights (all under the terms hereof), shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Prosecution; Abandonment. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been Paid In Full and the Commitments shall have terminated, and the Letters of Credit and Lender Provided Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve



and maintain all rights in patent applications and patents of the Pledgors, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld, except for immaterial Patents, Trademarks and Copyrights that Pledgor chooses to abandon using its commercially reasonable judgment.

12. Suits. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No Waiver. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. Cumulative Rights. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Hedge or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. Entire Agreement. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 25 hereof with respect to additions and supplements to Schedule A hereto.

16. Taxes. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments as provided therein.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations

hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

18. CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

(b) SUBMISSION TO JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 18. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(e) Jurisdiction. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 18. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Companies and agrees to act as Process Agent on behalf of the Companies.

19. USA Patriot Act Notice. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Pledgor that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Pledgors and the other Loan Parties, which information includes the name and address of the Pledgors and the other Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Pledgors and the other Loan Parties in accordance with the USA Patriot Act.

20. Counterparts. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. Notices. All notices, statements, requests, demands, directions and other communications (collectively, "**notices**") given to or made upon any party hereto under the

provisions of this Agreement shall be given to the Borrower or the Administrative Agent at the address set forth on Schedule 1.1(B) to the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement or to any other Pledgor at the address set forth on Schedule 1.1(B) to the Guaranty Agreement and in the manner provided in Section 10 [Notices] of the Guaranty Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

22. Specific Enforcement. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

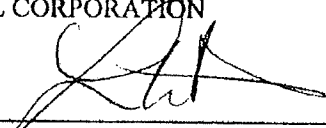
23. Joinder. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

24. Amendment and Restatement. This Agreement, together with certain other of the Loan Documents, amends, restates, and replaces (but does not constitute a novation of or affect the status of any liens or security interests granted pursuant to) that certain Guarantee and Collateral Agreement dated November 30, 2010, by certain of the Pledgors in favor of the Administrative Agent (the "**Original PTC Agreement**"). Each Pledgor acknowledges and agrees that the Original PTC Agreement has continued to secure the Obligations since the date of execution of the Original PTC Agreement, and that this Agreement is entitled to all rights and benefits originally pertaining to the Original PTC Agreement. This Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the indebtedness, liabilities, expenses, or obligations under the Original PTC Agreement.

**[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,  
have executed and delivered this Agreement as of the day and year first above set forth.

HENNIGES AUTOMOTIVE HOLDINGS, INC.  
HENNIGES AUTOMOTIVE SEALING SYSTEMS  
NORTH AMERICA, INC.  
SCHLEGEL CORPORATION

By:   
Name: Lawrence Williams  
Title: President and CEO of each of the above-listed  
entities

**[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent**

By: *Richard C. Hampson*

Name: Richard C. Hampson

Title: Senior Vice President

## PATENTS

Set forth below is a list of all patents owned by the Grantors in the United States:

## Patents and Patent Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Henniges Automotive Sealing Systems North America, Inc.	Sealing and Guiding Strips	4/21/1992 6/15/1993	Issued	5,219,382
Henniges Automotive Sealing Systems North America, Inc.	Apparatus and Method for Fitting a Flexible Strip Around a Vehicle Door Opening	5/21/1992 8/24/1993	Expired	5,237,730
Gencorp Inc. (Attempting to assign to HASS NA <sup>1</sup> )	Apparatus for Fitting a Flexible Strip	1/6/1992 8/24/1993	Expired	5,237,741
Henniges Automotive Sealing Systems North America, Inc.	Vehicle Door Glass Regulator	6/23/1992 10/26/1993	Issued	5,255,470
Gencorp Inc. (Attempting to assign to HASS NA)	Self Clamping Mold Assembly	8/28/1991 10/26/1993	Expired	5,256,056
Henniges Automotive Sealing Systems North America, Inc.	Window Enclosure for an Automotive Upper Door Frame	9/10/1992 6/7/1994	Issued	5,317,835
Henniges Automotive Sealing Systems North America, Inc.	On-Die Solution Coating of Extruded Profiles and Apparatus	5/13/1991 7/5/1994	Expired	5,326,592
Schlegel Corporation	Method for Assembling a Flush Glass Window Seal	9/15/1993 9/6/1994	Issued	5,343,609
Henniges Automotive Sealing Systems North America, Inc.	Glass Run Guide for Slidable Vehicle Window	5/25/1993 9/13/1994	Issued	5,345,718
Henniges Automotive Sealing Systems North America, Inc.	Vehicle Window Weather Seal Retaining Clip	5/13/1993 11/15/1994	Issued	5,363,537
Henniges Automotive Sealing Systems North America, Inc.	Seal Assembly for a Movable Window for a Vehicle	6/9/1993 3/14/1995	Issued	5,396,733
Henniges Automotive Sealing Systems North America, Inc.	Wireless Carrier Weatherstrip Seal	2/17/1994 6/13/1995	Issued	5,423,147
Henniges Automotive Sealing Systems North America, Inc.	Sealing or Guiding Strip, Window Frame Assembly, and Method of Making Window Frame Assembly	12/22/1993 11/7/1995	Expired	5,463,832

<sup>1</sup> Please note for the purposes of this Schedule "HASSNA" refers to Henniges Automotive Sealing Systems North America, Inc.

Henniges Automotive Sealing Systems North America, Inc.	Low Voc, Primerless, Polyurethane Compositions	4/26/1994 1/30/1996	Issued	5,488,092
Henniges Automotive Sealing Systems North America, Inc.	Method for Fabricating a Seal Assembly for a Movable Window for a Vehicle	10/5/1994 4/2/1996	Issued	5,503,700
Schlegel Corporation	Foam Buffing Pad Having a Finishing Surface with a Splash Reducing Configuration	6/10/1992 6/18/1996	Issued	5,527,215
Gencorp Inc. (Attempting to assign to HASS NA)	Magnetic Door Gasket	3/14/1995 3/4/1997	Issued	5,606,828
Gencorp Inc. (Attempting to assign to HASS NA)	Vacuum Retention Gasket Splicing	12/21/1994 3/25/1997	Issued	5,614,052
Henniges Automotive Sealing Systems North America, Inc.	Moveable-Window Safety Device	7/19/1996 4/15/1997	Issued	5,621,290
Henniges Automotive Sealing Systems North America, Inc.	Molded Glass Run Channel Composite	6/21/1994 6/3/1997	Issued	5,635,274
Henniges Automotive Sealing Systems North America, Inc.	Sealing or Guiding Assemblies and Methods of Making Them	3/20/1996 12/23/1997	Issued	5,699,603
Henniges Automotive Sealing Systems North America, Inc.	Solventless Carboxylated Butadiene-Vinylidene Chloride Adhesives for Bonding Rubber to Metal	9/28/1995 4/21/1998	Issued	5,741,393
Henniges Automotive Sealing Systems North America, Inc.	Process for Film Transfer Rubber Molding of Glass Run Channel Composites and the Product Formed Thereby	9/30/1996 5/5/1998	Issued	5,746,867
Henniges Automotive Sealing Systems North America, Inc.	Method for Molding a Glass Run Channel Corner Assembly	8/16/1996 7/14/1998	Expired	5,779,956
Henniges Automotive Sealing Systems North America, Inc.	Sealing or Guiding Assemblies	3/17/1997 11/24/1998	Issued	5,839,232
Henniges Automotive Sealing Systems North America, Inc.	Sealing and Wiping Arrangement	1/14/1998 2/16/1999	Issued	5,870,860
Henniges Automotive Sealing Systems North America, Inc.	Sealing Strips	3/13/1997 3/16/1999	Expired	5,882,766
Schlegel Corporation	Swivel Sleeve for Hand Held Seal Installation Tool	4/1/1998 3/21/2000	Issued	6,038,753
Henniges Automotive Sealing Systems North America, Inc.	Mechanically Interlocked Weatherstrip	12/2/1998 6/6/2000	Issued	6,070,363
Henniges Automotive Sealing Systems North America, Inc.	Sealing, Trimming or Guiding Strips	10/15/1998 7/4/2000	Issued	6,082,048



Henniges Automotive Sealing Systems North America, Inc.	Method for Manufacturing an Integrally Molded Applique Article for a Vehicle with Integral Cosmetic and Functional Material	1/27/1997 8/15/2000	Issued	6,103,168
Henniges Automotive Sealing Systems North America, Inc.	Method for Manufacturing an Integrally Molded Applique Article for a Vehicle with Integral Cosmetic and Functional Material	7/14/2000 6/11/2002	Issued	6,402,874
Schlegel Corporation	Weatherseal Having a Contact Layer with Thermoplastic Particles in a Thermoset Carrier	6/23/1999 6/18/2002	Issued	6,406,785
Schlegel Corporation	Method for Forming an Automotive Vehicle Weatherseal Having a Metal Substrate with Bonded Elastomeric Layer	6/20/2000 8/6/2002	Issued	6,428,649
Henniges Automotive Sealing Systems North America, Inc.	Glass Run Seal Testing Machine	3/30/2001 9/17/2002	Expired	6,450,049
Schlegel Corporation	Method for Forming Weatherseals from an Interchangeable Insert Die Assembly	8/27/2001 10/1/2002	Issued	6,458,301
Henniges Automotive Sealing Systems North America, Inc.	Force-Responsive Detectors and Systems	2/21/2001 2/25/2003	Issued	6,525,651
Schlegel Corporation	Composite Weatherstrip Having a Friction Reducing Coating on a Hard Bearing Layer	2/15/2001 3/18/2003	Issued	6,534,147
Henniges Automotive Sealing Systems North America, Inc.	Force-Responsive Detectors and System and Methods of Making Them	11/21/2000 6/3/2003	Issued	6,571,511
Schlegel Corporation	Glass Run Surround Cap	10/2/2001 9/2/2003	Issued	6,612,074
Henniges Automotive Sealing Systems North America, Inc.	Sealing Strips	2/15/2000 9/23/2003	Issued	6,623,832
Henniges Automotive Sealing Systems North America, Inc.	Strip Fitting Tools and Methods	6/14/2001 2/17/2004	Issued	6,691,388
Henniges Automotive Sealing Systems North America, Inc.	Joined Profile Sections	4/22/2003 9/14/2004	Issued	6,790,498
Schlegel Corporation	Carrierless Flange Cover with Integral Trim Strip	9/17/2003 4/26/2005	Issued	6,883,847
Henniges Automotive Sealing Systems North America, Inc.	Sealing and Guiding Strip for a Window with Insert for Corner of the Window Frame	9/11/2002 2/14/2006	Issued	6,996,936
Henniges Automotive Sealing Systems North America, Inc.	Sealing, Trimming and Finishing Strips and Vehicle Doors Incorporating Such Strips	1/7/2003 5/30/2006	Issued	7,052,021
Schlegel Corporation	Illuminating Weatherseal	10/3/2003 8/1/2006	Issued	7,082,721
Henniges Automotive Sealing Systems North America, Inc.	Door and/or Window Frame	4/28/2003 8/8/2006	Expired	7,086,201

Henniges Automotive Sealing Systems North America, Inc.	Composite Extrusion for Trim Seal Strip and Method for Forming Same	10/21/2003 12/26/2006	Expired	7,152,374
Henniges Automotive Sealing Systems North America, Inc.	Two Piece Outer Belt Weatherstrip	11/21/2000 2/6/2007	Issued	7,171,785
Schlegel Corporation	Capacitive Sensor Having Flexible Polymeric Conductors	8/19/2003 5/8/2007	Issued	7,215,529
Henniges Automotive Sealing Systems North America, Inc.	Integrated Motor Vehicle Cowl Vent and Seal	4/8/2005 1/8/2008	Issued	7,316,447
Schlegel Corporation	Weatherseal Having a Curvilinear Polymeric Backbone	5/25/2006 4/15/2008	Issued	7,356,967
Henniges Automotive Sealing Systems North America, Inc.	Window Seal Assembly Having a T-Shaped Trim Member	9/26/2002	Pending	10/130,088
Henniges Automotive Sealing Systems North America, Inc.	Sealing, Trimming or Guiding Strips	10/19/2006	Pending	10/530,325
Henniges Automotive Sealing Systems North America, Inc.	Sealing, Trimming or Guiding Strips and Reinforcements Therefor	11/20/2003 12/20/2011	Issued	8,079,180
Henniges Automotive Sealing Systems North America, Inc.	Weatherstrip Having Hybrid Carrier	02/15/2011	Issued	7,886,487
Schlegel Corporation	Flange Engaging Strip with a Carrier for Engaging a Flange Having a Varying Thickness along a Longitudinal Dimension	3/8/2006 08//16/2011	Issued	7,997,030
Henniges Automotive Sealing Systems North America, Inc.	Sealing, Trimming and Guiding Strips	11/12/2007	Abandoned	11/577,523
Henniges Automotive Sealing Systems North America, Inc.	Sealing or Guiding Assemblies and Methods of Making It	1/24/2008 11/08/2011	Issued	8,051,606
Henniges Automotive Sealing Systems North America, Inc.	Sealing or Guiding Assemblies and Methods of Making Them	6/21/2007	Pending	11/722,507
Henniges Automotive Sealing Systems North America, Inc.	Reinforced Sealing, Trimming or Guiding Strips	9/17/2008	Abandoned	11/817,349
Henniges Automotive Sealing Systems North America, Inc.	Sealing Strip for Vehicle Window and Method of Making It	1/19/2009	Pending	12/094,063
Henniges Automotive Sealing Systems North America, Inc.	Vehicle Opening Device	2/16/2007	Pending	12/279,496
Henniges Automotive Sealing Systems North America, Inc.	Vehicle Opening Device	2/16/2007	Pending	12/279,504
Henniges Automotive Sealing Systems North America, Inc.	Mechanically Stiffened Weatherseal Carrier	2/26/2009	Pending	12/393,618

Henniges Automotive Sealing Systems North America, Inc.	Carrier Having a Living Hinge	8/16/2010	Pending	12/857,057
Henniges Automotive Sealing Systems North America, Inc.	Flange Engaging Strip Assembly	10/18/2011	Pending	61/548,425
Henniges Automotive Sealing Systems North America Inc.	Trim And Seal Assembly	09/15/2011	Pending	61/535,085
Schlegel Corporation	Flange Engaging Strip With A Carrier For Engaging A Flange Having A Varying Thickness Along A Longitudinal Dimension	07/01/2011	Pending	13/175,248
Henniges Automotive Sealing Systems North America Inc.	Outer Belt Weatherstrip	08/03/2011	Pending	61/514,652
Henniges Automotive Sealing Systems North America Inc.	Outer Belt Weatherstrip	11/30/2011	Pending	61/564,918
Henniges Automotive Sealing Systems North America Inc.	Flange Engaging Strip Assembly	12/19/2011	Pending	61/577,357

**TRADEMARKS**

Set forth below is a list of all trademarks owned by the Grantor in the United States:

**Trademarks and Trademark Applications**

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Schlegel Corporation	ROUND-UP	3/21/72 (reg.)	Registered	931,125
Henniges Automotive Holdings, Inc.	HENNIGES	11/25/08 (reg.)	Registered	3,539,086