

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
AVL Michigan Holding Corporation		12/12/2012	CORPORATION: MICHIGAN
AVL Powertrain Engineering, Inc.		12/12/2012	CORPORATION: MICHIGAN
AVL California Technology Center, Inc.		12/12/2012	CORPORATION: MICHIGAN
AVL Test Systems, Inc.		12/12/2012	CORPORATION: DELAWARE
AVL Strategic Analytic Services, Inc.		12/12/2012	CORPORATION: MICHIGAN
AVL Properties, Inc.		12/12/2012	CORPORATION: MICHIGAN
AVL TSI Equipment, LLC		12/12/2012	LIMITED LIABILITY COMPANY: MICHIGAN
AVL PEI Equipment, LLC		12/12/2012	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	RBS Citizens, N.A., as Agent
Street Address:	27777 Franklin Road
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4189571	SCENARIA

**CORRESPONDENCE DATA**

Fax Number: 7346231625  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (734) 623-1678

OP \$40.00 4189571

Email: nhudge@dickinsonwright.com  
Correspondent Name: Nora Hudge, Paralegal  
Address Line 1: Dickinson Wright PLLC  
Address Line 2: 350 South Main Street, Suite 300  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	37390-34
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	01/02/2013

**Total Attachments: 9**

source=RBS Citizens-AVL Amended Security Agreement#page1.tif  
source=RBS Citizens-AVL Amended Security Agreement#page2.tif  
source=RBS Citizens-AVL Amended Security Agreement#page3.tif  
source=RBS Citizens-AVL Amended Security Agreement#page4.tif  
source=RBS Citizens-AVL Amended Security Agreement#page5.tif  
source=RBS Citizens-AVL Amended Security Agreement#page6.tif  
source=RBS Citizens-AVL Amended Security Agreement#page7.tif  
source=RBS Citizens-AVL Amended Security Agreement#page8.tif  
source=RBS Citizens-AVL Amended Security Agreement#page9.tif

**FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

This First Amendment to Patent and Trademark Security Agreement (this "Amendment") is entered into as of June 12, 2012 by and among AVL Michigan Holding Corporation, a Michigan corporation ("Borrower"), AVL Powertrain Engineering, Inc., a Michigan corporation ("AVL Powertrain"), AVL California Technology Center, Inc., a Michigan corporation ("AVL California"), AVL Test Systems, Inc., a Delaware corporation ("AVL Test Systems"), AVL Strategic Analytic Services, Inc., a Michigan corporation ("AVL Strategic"), AVL Properties, Inc. a Michigan corporation ("AVL Properties"), AVL TSI Equipment, LLC, a Michigan limited liability company ("AVL TSI Equipment"), and AVL PEI Equipment, LLC, a Michigan limited liability company ("AVL PEI Equipment") (the Borrower, AVL Powertrain, AVL California, AVL Test Systems, AVL Strategic, AVL Properties, AVL TSI Equipment and AVL PEI Equipment are hereinafter referred to collectively as the "Grantors" and individually as a "Grantor"), and RBS Citizens, N.A., a national banking association ("RBS"), acting as agent hereunder for the Secured Creditors referred to below (RBS acting as such agent and any successor or successors to RBS acting in such capacity being hereinafter referred to as the "Agent"), pursuant to the Credit Agreement referred to below.

INTRODUCTION

A. The Grantors have made in favor of the Agent the Patent and Trademark Security Agreement dated as of June 13, 2011 (the "Security Agreement").

B. The Borrower and the Agent have entered into the Credit Agreement dated as of June 13, 2011 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Credit Agreement"), pursuant to which RBS and the other banks, financial institutions and letter of credit issuer(s) from time to time party to the Credit Agreement (RBS, in its individual capacity, and such other banks and financial institutions being hereinafter referred to collectively as the "Lenders" and each is individually a "Lender" and such letter of credit issuer(s) being hereinafter referred to collectively as the "L/C Issuers" and individually as a "L/C Issuer") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower (the Agent, the L/C Issuers and the Lenders, together with any Affiliates of the Lenders party to any Hedging Agreements and / or Funds Transfer and Deposit Account Agreements (as each such term is defined in the Credit Agreement) being hereinafter referred to collectively as the "Secured Creditors" and individually as a "Secured Creditor").

C. The Grantors (other than the Borrower) have made in favor of the Agent, for the benefit of the Secured Creditors, the Subsidiary Guaranty Agreement dated as of June 13, 2011.

D. The Agent and the Grantors desire to amend the Security Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, in the Security Agreement and in the Credit Agreement, the parties agree as follows:

#### ARTICLE 1. AMENDMENTS

The Security Agreement hereby is amended as follows:

1.1 Schedule 2 to the Security Agreement is hereby amended by replacing such schedule in its entirety with Schedule 2 attached to this Amendment.

#### ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Each of the Grantors represents and warrants that:

2.1 The execution, delivery and performance by it of this Amendment are within its corporate or limited liability company powers, have been duly authorized by all necessary corporate or limited liability company action and are not in contravention of any law, rule or regulation, or any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority, or of the terms of its articles of incorporation, articles of organization, by-laws, or operating agreement or of any contract or undertaking to it is a party or by which it or its property is or may be bound or affected.

2.2 This Amendment is its legal, valid and binding obligation, enforceable against such party in accordance with the terms of this Amendment.

2.3 After giving effect to the amendments contained in Article 1 of this Amendment, the representations and warranties contained in the Security Agreement are true with the same force and effect as if made on and as of the date hereof, and no default under the Security Agreement has occurred and is continuing or will exist as of the date hereof.

2.4 No consent, approval or authorization of or declaration or filing with any governmental authority or any non-governmental person or entity, including without limitation any creditor, shareholder, or member of the Grantors, is required on the part of the Grantors in connection with the execution, delivery and performance of this Amendment or the transactions contemplated hereby.

#### ARTICLE 3. MISCELLANEOUS

3.1 Each Grantor agrees that the Security Agreement, as amended by this Amendment, is ratified and confirmed and shall remain in full force and effect, enforceable against the Grantors in accordance with its terms, and that no Grantor has any set off, counterclaim or defense with respect to any of the foregoing.

3.2 All references to the Security Agreement in any Loan Document (as defined in the Credit Agreement) or any other document, instrument or certificate referred to in the Security Agreement or delivered in connection therewith or pursuant thereto, hereafter shall be deemed references to the Security Agreement, as amended hereby.

3.3 Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

3.4 This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan.

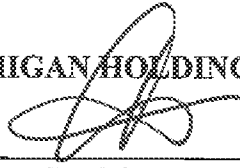
3.5 The Grantors jointly and severally agree to pay the reasonable fees and expenses of Dickinson Wright PLLC, counsel for the Agent, in connection with the negotiation and preparation of this Amendment and the documents referred to herein and the consummation of the transactions contemplated hereby, and in connection with advising the Agent as to its rights and responsibilities with respect thereto.

3.6 This Amendment may be executed upon any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first set forth above.

AVL MICHIGAN HOLDING CORPORATION

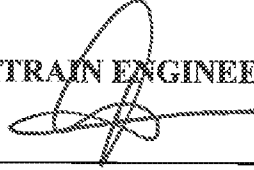
By:   
Name: Chester S. Ricker  
Title: Vice President and Chief Financial Officer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November 2012, by Chester S. Ricker, the Vice President and Chief Financial Officer of AVL Michigan Holding Corporation, a Michigan corporation, on behalf of the corporation.

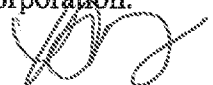
  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL POWERTRAIN ENGINEERING, INC.

By:   
Name: Chester S. Ricker  
Title: Vice President and Chief Financial Officer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November 2012, by Chester S. Ricker, the Vice President and Chief Financial Officer of AVL Powertrain Engineering, Inc., a Michigan corporation, on behalf of the corporation.

  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL CALIFORNIA TECHNOLOGY  
CENTER, INC.

By: [Signature]  
Name: Chester S. Ricker  
Title: Vice President and Chief Financial Officer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November 2012, by Chester S. Ricker, the Vice President and Chief Financial Officer of AVL California Technology Center, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL TEST SYSTEMS, INC.

By: [Signature]  
Name: Chester S. Ricker  
Title: Vice President and Chief Financial Officer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November 2012, by Chester S. Ricker, the Vice President and Chief Financial Officer of AVL Test Systems, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL STRATEGIC ANALYTIC SERVICES, INC.

By: [Signature]  
Name: Chester S. Ricker  
Title: Vice President and Chief Financial Officer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November 2012, by Chester S. Ricker, the Vice President and Chief Financial Officer of AVL Strategic Analytic Services, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL PROPERTIES, INC.

By: [Signature]  
Name: Chester S. Ricker  
Title: Secretary and Treasurer

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November 2012, by Chester S. Ricker, the Secretary and Treasurer of AVL Properties, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17



AVL TSI EQUIPMENT, LLC

By: [Signature]  
Name: Chester S. Ricker  
Title: Manager

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012, by Chester S. Ricker, the Manager of AVL TSI Equipment, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

AVL PEI EQUIPMENT, LLC

By: [Signature]  
Name: Chester S. Ricker  
Title: Manager

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012, by Chester S. Ricker, the Manager of AVL PEI Equipment, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public  
(SEAL)  
Printed Name: Lori A. Brown  
My Commission Expires: 8/12/17

RBS CITIZENS, N.A.

By: [Signature]

Name: Charles Harris

Title: Vice President - Michigan Corporate  
Banking

STATE OF MICHIGAN )

COUNTY OF Oakland )SS

The foregoing instrument was acknowledged before me this 14 day of December, 2012, by Charles Harris, the Vice President - Michigan Corporate Banking of RBS Citizens, N.A., a national banking association, on behalf of the association.

[Signature]  
Notary Public

(SEAL)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

JENELLE GARAVAGLIA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Comm. Exp: 1/27/2018  
Acting in the County of Oakland  
Date 12/14/12

**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Federally Registered Trademarks**

<u>Mark</u>	<u>Reg No.</u>	<u>Company</u>
Hypercell	1856201	AVL Test Systems, Inc.
Cellmate	1680200	AVL Test Systems, Inc.
Digalog	1787874	AVL Test Systems, Inc.
D	1357859	AVL Test Systems, Inc.
Cellmate	1363062	AVL Test Systems, Inc.
D	1285870	AVL Test Systems, Inc.
Digalog	1285869	AVL Test Systems, Inc.
Scenaria	4189571	AVL Strategic Analytic Services, Inc.