

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
STABILUS, INC.		06/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J.P. MORGAN EUROPE LIMITED		
Street Address:	25 BANK STREET, CANARY WHARF		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5JP		
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2778423	MASTER-LIFT	
Registration Number:	2771005	POWERISE	
Registration Number:	3331078	MASTER-LIFT DED	
Registration Number:	3581696	BOOST	
Registration Number:	3331460	ECONORISE	
Registration Number:	3336520	EZDOWN	
Registration Number:	3446904	POWERISE	
Serial Number:	78944793	POWER-LIFT	
Registration Number:	3811620	EZ SWITCH	
Registration Number:	3704184	SROID	
Registration Number:	4187015	EZOFF	
Registration Number:	4158569	EZ LOK	
CORRESPONDENCE DATA			

CH \$315.00 2778423

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

00000/75 (STERN)

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

BENJAMIN PETERSEN

Signature:

/BENJAMIN PETERSEN/

Date:

06/10/2013

Total Attachments: 9

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EXECUTION VERSION

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 June 7, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of J.P. Morgan Europe Limited, as Security Agent (together with any successor Security Agent appointed in accordance with the Intercreditor Agreement (as hereinafter defined), the "**Security Agent**") for itself and the other Secured Parties (as defined in the Intercreditor Agreement referred to below) (the "**Secured Parties**").

WHEREAS, Servus Holdco S.à.r.l. as parent (the "**Parent**"), the Grantors and other obligors party thereto, have entered into a facility agreement dated June 7, 2013 comprising an up to EUR 25,000,000 revolving credit facility and an up to EUR 15,000,000 additional revolving credit facility with, amongst others, J.P. Morgan Europe Limited as agent and security agent (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**RCF Facility Agreement**") with the Finance Parties and the Agent (each as defined therein).

WHEREAS, Servus Luxembourg Holding S.C.A. as issuer (the "**Note Issuer**"), the Grantors and the other subsidiary guarantors party thereto, and Citibank, N.A., London Branch as trustee (the "**Senior Note Trustee**") have entered into an indenture dated as of June 7, 2013 (the "**Senior Note Indenture**"), pursuant to which the Note Issuer has issued the EUR 315,000,000 aggregate principal amount of 7.75% senior secured rate notes due 2018.

WHEREAS, the Parent, the Note Issuer, the Grantors and other debtors party thereto, have entered into an intercreditor agreement dated as of June 7, 2013 with, amongst others, J.P. Morgan Europe Limited as RCF Agent and the Security Agent, and the Senior Note Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**").

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the RCF Lenders under the RCF Facility Agreement, and the issuance, purchase and sale of the Senior Notes (as defined in the Intercreditor Agreement), from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 7, 2013 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures payment of all Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Primary Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Debtor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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.

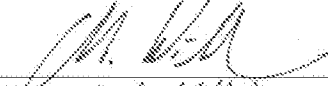
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each 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.

Address for Notices:
1201 Tulip Drive
Gastonia, North Carolina 28052

STABILUS, INC.

By 
Title: *Mark Williams,
Authorized Signatory*

Schedule A

Patents

Grantor	Patent Titles	Country	Patent No.	Publication No.	Application No.
Stabilus, Inc.	Temperature Compensated Gas Spring	USA	4613115		719633
Stabilus, Inc.	Gas Spring with Secondary Lock	USA	4596383		582063
Stabilus, Inc.	Chair Column	USA	4580749		544594
Stabilus, Inc.	Support Column with Gravity Retention Means	USA	4684098		933230
Stabilus, Inc.	Gas Spring with Extension Force Controlled as a Function of Temperature	USA	4513953		485055
Stabilus, Inc.	Seal for Fluid Spring	USA	4548389		533202
Stabilus, Inc.	Gas Spring with an Anti-Rattle Piston Assembly	USA	4989700		07/458306
Stabilus, Inc.	Self-Blocking Gas Spring with Temperature Responsive Bypass Valve	USA	5106065		07/671016
Stabilus, Inc.	Plastic Stand Pipe for Load-Bearing Adjustable	USA	5161786		07/700613
Stabilus, Inc.	Self-Blocking Gas Spring with Temperature-Responsive Bypass Valve	USA	5404972		08/291735
Stabilus, Inc.	Adjustable Installation With A Controlled Locking Gas Spring And An Emergency Locking Gas Spring	USA	6047797		08/815423
Stabilus, Inc.	Gas Spring with Temperature Compensation	USA	6092632		08/941912

Stabilus, Inc.	Gas Spring Having a Controllable Output Force	USA	6698729	US2003004266A1	09/883050
Stabilus, Inc.	Locking Device For Locking Objects That Move In Relation To Each Other	USA	6296089		1411908
Stabilus, Inc.	Adjustable Installation with a Controlled Locking Gas Spring and an Emergency Locking Gas Spring	USA	6145638		09/474228
Stabilus, Inc.	Shipping Container for Elongated Articles	USA	6755304	US20020153275A1	10/093759
Stabilus, Inc.	Shipping Container for Elongated Articles	USA			60/274136
Stabilus, Inc.	Gas Spring Assembly with Pre-Paint Protective Sleeve	USA			60/494728
Stabilus, Inc.	Temperature Compensating Valve Assembly	USA	7484720	US20060175164A1	11/052437
Stabilus, Inc.	Tailgate Dampening Apparatus	USA	7631922	US20080252093A1	11/510434
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	USA		US20090266661A1	12/258212
Stabilus, Inc.	Tailgate Dampening Apparatus	Argentina		AR058916A1	P070100038
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Australia	2004264524		2004264524
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Brazil			PI0413550-4
Stabilus, Inc.	Tailgate Dampening Apparatus	Brazil			PI0700020-0
Stabilus, Inc.	Self-Blocking Gas Spring with Temperature Responsive Bypass	Canada	2120862		2120862

	Valve				
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Canada			2535708
Stabilus, Inc.	Tailgate Dampening Apparatus	Canada			2558937
Stabilus, Inc.	Temperature Compensating Valve Assembly	Canada			2597091
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve And Installation Method Thereof	China	ZL200480026 284.6	CN1849466A	200480026284.6
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	European Patent Convention		1654475	4780899.3
Stabilus, Inc.	Temperature Compensating Valve Assembly	Germany		112006000335T5	112006000335.6
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Japan	4648318	2007-502205	2006-523363
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Korea		10-2006-0113653	10-2006-7003008
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Mexico	265699		PA/a/2006/001684
Stabilus, Inc.	Tailgate Dampening Apparatus	Mexico	273654		PA/a/2006/010428
Stabilus, Inc.	Temperature Compensating Valve Assembly	Mexico	272181		MX/a/2007/009460
Stabilus, Inc.	Gas Spring Assembly With Pre-Paint Protective Sleeve	Patent Cooperation Treaty		WO05/017401	PCT/US04/026132
Stabilus, Inc.	Temperature Compensating Valve Assembly	Patent Cooperation Treaty		WO06/086207	PCT/US06/003656

Schedule B**Trademarks**

Grantor	Trademark	Country	Application No.	Registration No.
Stabilus, Inc.	Master-Lift	USA	76-358234	2778423
Stabilus, Inc.	Powerise	USA	76-405292	2771005
Stabilus, Inc.	Master-Lift Ded	USA	78-642373	3331078
Stabilus, Inc.	Boost	USA	78-662529	3581696
Stabilus, Inc.	Econrise	USA	78-708135	3331460
Stabilus, Inc.	Ezdown	USA	78-721055	3336520
Stabilus, Inc.	Powerwise	USA	78-902397	3446904
Stabilus, Inc.	Powerwise-Lift	USA	78-944793	
Stabilus, Inc.	EZ Switch	USA	77-599664	3811620
Stabilus, Inc.	Sroid	USA	77-519968	3704184
Stabilus, Inc.	EZOFF	USA	77-471932	4187015
Stabilus, Inc.	EZ LOK	USA	85-188462	4158569

Schedule C
Copyrights

None.