

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDRAULIK-RING GMBH		07/25/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BEAR STEARNS CORPORATE LENDING INC., as Foreign Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2689824	HR	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
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ATTORNEY DOCKET NUMBER:	031935-0308		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	09/05/2007		

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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 25, 2007 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Bear Stearns Corporate Lending Inc., as foreign agent (in such capacity, the "Foreign Agent") for the Secured Parties (for purposes of this Intellectual Property Security Agreement, the term "Secured Parties" shall have the meaning assigned to such term in the German IP Security Agreements referred to below).

A. Hilite Industries, Inc., Hilite Germany GmbH & Co. KG, and Hydraulik-Ring GmbH (collectively, the "Borrowers") and Hilite International, Inc. have entered into a First Lien Credit Agreement, dated as of July 25, 2007, and Hilite International, Inc. and Hilite Germany GmbH & Co. KG have entered into a Second Lien Credit Agreement, dated as of July 25, 2007 (each as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreements"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, Bear Stearns Corporate Lending Inc., as administrative agent, collateral agent and foreign agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreements that each of the Grantors execute and deliver this Intellectual Property Security Agreement.

C. Concurrently with the execution and delivery of this Intellectual Property Security Agreement, each of the Grantors is executing and delivering to the Foreign Agent an Intellectual Property Rights Pledge Agreement in favor of the Foreign Agent and the Secured Parties, as may be as amended, varied, re-enacted, novated or supplemented from time to time (collectively, the "German IP Security Agreements"); the provisions of the German IP Security Agreements are supplemental to the provisions of this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the applicable German IP Security Agreements) with respect to every Grantor, each Grantor hereby pledges to the Foreign Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Foreign Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of its right, title or interest in or to any and all rights relating to intellectual and similar property of every kind and nature arising under the laws of the United States or any political subdivision thereof, now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including without limitation the following (the "U.S. Intellectual Property Collateral"):

- (1) (a) all letters patent of the United States or any political subdivision thereof, all issuances and recordings thereof, and all applications for letters patent of the United

States, including issuances, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any political subdivision thereof, including those listed on Schedule A attached hereto, (b) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import, sell and/or offer to sell the inventions and improvements disclosed or claimed therein, and (c) the right to sue or otherwise recover for past, present and future infringements thereof ((a), (b) and (c) collectively referred to as the "Patents");

(2) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether arising under the laws of the United States or any political subdivision thereof, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, including those listed on Schedule B attached hereto, (b) all renewals and extensions thereof, (c) all goodwill of the business connected with the use thereof or symbolized thereby, and (d) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to such goodwill ((a), (b), (c) and (d) collectively referred to as the "Trademarks");

(3) (a) all copyrights arising under the laws of the United States or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, (b) all registrations and recordings and applications for registration of any such copyright in the United States or any political subdivision thereof, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule C attached hereto, (c) all extensions and renewals thereof, and (d) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing ((a), (b), (c) and (d) collectively referred to as the "Copyrights");

(4) (a) any agreement (whether or not in writing), now or hereafter in effect, granting to any third party any right to make, use, sell, offer to sell or import, distribute or otherwise exploit any invention claimed by a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use, sell, offer to sell, import, distribute or otherwise exploit any invention claimed by a patent, in each case, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; (b) any agreement (whether or not in writing), now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; (c) any agreement (whether or not in writing), now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to

any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement; and (d) any other license or sublicense agreement to which any Grantor is a party ((a), (b), (c) and (d) collectively referred to as the “Licenses”);

(5) all inventions, designs, Software (as defined in Section 9-102(a)(75) of the New York Uniform Commercial Code), trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases;

(6) all embodiments or fixations of the foregoing and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing;

(7) the right to sue at law or equity or otherwise recover for any past, present and future infringement or other violation of the foregoing; and

(8) all Proceeds (as defined in Section 9-102 of the New York Uniform Commercial Code) with respect to any of the foregoing. Notwithstanding the foregoing or anything else herein to the contrary, the term “U.S. Intellectual Property Collateral” shall not include any of the following assets and properties now owned or hereinafter acquired or created by any Grantor or in which such Grantor has or at any time in the future may acquire any right, title or interest:

(1) any license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), *provided, however*, that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the consequences specified in (a) or (b) above; and

(2) any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Section 1(c) or Section 1(d) of the Lanham Act has been filed, solely to the extent that such a grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such “intent-to-use” application.

SECTION 2. COVENANTS.

A. Each Grantor hereby irrevocably authorizes the Foreign Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the U.S. Intellectual Property Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment. Each Grantor also ratifies its authorization for the Foreign Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

B. The Foreign Agent is further authorized to file with the United States Patent and Trademark Office and the United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Foreign Agent as secured party

C. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Foreign Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Intellectual Property Security Agreement, the granting of the Security Interest and the filing of any financing statements or other documents (including this Intellectual Property Security Agreement) in connection herewith or therewith. Without limiting the generality of the foregoing, each Grantor hereby authorizes the Foreign Agent, with prompt notice thereof to the Grantors, to supplement this Intellectual Property Security Agreement by supplementing Schedules A, B and C or adding additional schedules hereto to specifically identify any asset or item that may constitute Patents, Trademarks or Copyrights.

D. Upon and during the continuance of an Event of Default (as defined in the applicable Credit Agreement), each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each License to effect the assignment of all such Grantor's right, title and interest thereunder to the Foreign Agent or its designee.

E. Each Grantor agrees that, should it obtain an ownership in any item of United States intellectual property during any fiscal year which is not, as of the date hereof, a part of the U.S. Intellectual Property Collateral, including filing any application for any Patent, Trademark or Copyright with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States (the "After-Acquired U.S. Intellectual Property"), (i) the provisions of this Section 1 shall automatically apply thereto, (ii) any such After-Acquired U.S. Intellectual Property, and in the case of Trademarks, the goodwill of business connected therewith or symbolized thereby, shall automatically become part of the U.S. Intellectual Property Collateral, and the provisions of this Section 2 shall

automatically apply thereto, (iii) it shall give written notice thereof to the Foreign Agent within 45 days after the end of each of the first three fiscal quarters and within 90 days after the end of each fiscal year, and (iv) it shall provide the Foreign Agent promptly with an amended Schedule A, B or C, as applicable, and execute, deliver and have recorded any and all agreements, instruments, documents and papers as the Foreign Agent may request to evidence the security interest of the Foreign Agent and the Secured Parties in such After-Acquired U.S. Intellectual Property; each Grantor hereby appoints the Foreign Agent as its attorney-in-fact to execute and file such writings for the purpose of recording the Foreign Agent's security interest therein, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

SECTION 3. RECORDATION. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. FOREIGN INTERCREDITOR AGREEMENT. This Intellectual Property Security Agreement is subject to the terms of the Foreign Intercreditor Agreement (as defined in each of the First Lien Credit Agreement and the Second Lien Credit Agreement). The appointment of the Foreign Agent and the control by the Secured Parties of the Foreign Agent shall be governed by the terms of such Foreign Intercreditor Agreement..

SECTION 5. EXECUTION IN COUNTERPARTS. This Intellectual Property 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 6. GOVERNING LAW.

This Intellectual Property Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

HYDRAULIK-RING GMBH

By *Martin Herrmann* *Dr. Frankfort Schrammek*
Name: Martin Herrmann Dr. Frankfort Schrammek
Title: Managing Director Managing Director

[GERMAN GUARANTOR IP SECURITY AGREEMENT]

BEAR STEARNS CORPORATE LENDING
INC., as Foreign Agent

By _____

Name:

Title:

VICTOR F. BULZACHELLI
Vice President

[GERMAN GUARANTOR IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003615 FRAME: 0110

SCHEDULE A

PATENTS

Patents

Grantor/ Registered Owner	Patent	Patent Number	Expiration Date
Hydraulik-Ring GmbH	Solenoid valve	6,202,699	3/20/2021
Hydraulik-Ring GmbH	Damping device for movable masses, preferably for electromagnetic systems	6,205,964	3/27/2021
Hydraulik-Ring GmbH	Arrangement for determining the position of an object of measurement without contacting the object	6,222,360	4/24/2021
Hydraulik-Ring GmbH	Actuator for gearshift mechanisms of motor vehicles	6,223,617	5/1/2021
Hydraulik-Ring GmbH	Hydraulic system for actuating at least two operational areas in a vehicle	6,223,763	5/1/2021
Hydraulik-Ring GmbH	Hydraulic valve, especially for controlling a camshaft movement in a motor vehicle	6,289,921	9/18/2021
Hydraulik-Ring GmbH	Solenoid and hydraulic valve with a solenoid	6,315,268	11/13/2021
Hydraulik-Ring GmbH	Directional seat valve	6,336,470	1/8/2022
Hydraulik-Ring GmbH	Valve control mechanism for intake and exhaust valves of internal combustion engines	6,374,784	4/23/2022
Hydraulik-Ring GmbH	Pressure medium supply arrangement for a continuo variable transmission	6,387,000	5/14/2022
Hydraulik-Ring GmbH	Directional seat valve	6,390,117	5/21/2022
Hydraulik-Ring GmbH	Hydraulic valve, in particular, adjustable pressure control valve	6,397,891	6/4/2022
Hydraulik-Ring GmbH	Protective device for producing very small bores in tubular components, and method for producing bores	6,407,362	6/18/2022
Hydraulik-Ring GmbH	Actuating device for a differential lock, preferably a frictional lock	6,419,607	7/16/2022
Hydraulik-Ring GmbH	Solenoid valve, in particular, a pressure control valve	6,578,606	6/17/2023
Hydraulik-Ring GmbH	Device and method for selecting a gutter of a transmission	6,615,682	9/9/2023

Hydraulik-Ring GmbH	Gear actuator for engaging and/or disengaging gears of a transmission	6,723,021	4/20/2204
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	6,739,297	5/25/2024
Hydraulik-Ring GmbH	Valve stroke control for internal combustion engines of motor vehicles	6,779,497	8/24/2024
Hydraulik-Ring GmbH	Electromagnetic valve	6,789,778	9/14/2024
Hydraulik-Ring GmbH	Valve control for adjusting the stroke of valves of motor vehicle engines	6,814,036	11/9/2024
Hydraulik-Ring GmbH	Solenoid valve, in particular, a pressure control valve	6,814,103	11/9/2024
Hydraulik-Ring GmbH	Proportional solenoid valve, preferably proportional throttle valve, especially for high pressure diesel pumps of motor vehicles	6,833,779	12/21/2024
Hydraulik-Ring GmbH	Control device for a semiautomatic gearshift mechanism of vehicles, preferably motor vehicles	6,851,326	2/8/2025
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	6,871,621	3/29/2025
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	6,883,480	4/26/2025
Hydraulik-Ring GmbH	Valve having at least one screen	6,892,759	5/17/2025
Hydraulik-Ring GmbH	Check valve and valve arrangement comprising such a check valve	6,899,126	5/31/2025
Hydraulik-Ring GmbH	Throttle valve especially for high-pressure diesel pumps of injection devices of motor vehicles	6,910,465	6/28/2025
Hydraulik-Ring GmbH	Storage device for a liquid medium	6,923,223	8/2/2025
Hydraulik-Ring GmbH	Camshaft adjusting device for internal combustion engines of motor vehicles	6,928,971	8/16/2025
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	6,968,815	11/29/2025
Hydraulik-Ring GmbH	Actuating device, especially a hydraulic or pneumatic actuator, for transmissions of vehicles, particularly motor vehicles	6,981,429	1/3/2026
Hydraulik-Ring GmbH	Device for exhaust gas after treatment of motor vehicles, in particular, diesel engine vehicles	7,000,381	2/21/2026

Hydraulik-Ring GmbH	Camshaft adjusting device for vehicles, especially motor vehicles	7,004,129	2/28/2026
Hydraulik-Ring GmbH	Pressure control valve, especially for high pressure diesel pumps of injection devices of motor vehicles	7,013,877	3/21/2026
Hydraulik-Ring GmbH	Valve, especially proportional solenoid valve	7,013,920	3/21/2026
Hydraulik-Ring GmbH	Control device for at least one consumer, such as a camshaft adjuster, automatic transmission and the like, of motor vehicles	7,047,931	5/23/2026
Hydraulik-Ring GmbH	Proportional solenoid valve for a camshaft adjusting device of motor vehicles	7,069,951	7/4/2026
Hydraulik-Ring GmbH	Compensation device for compensating volumetric expansion of media, especially of a urea-water solution during freezing	7,089,962	8/15/2026
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	7,107,952	9/19/2026
Hydraulik-Ring GmbH	Device for adjusting a camshaft of an internal combustion engine of a motor vehicle	7,117,832	10/10/2026
Hydraulik-Ring GmbH	Bushing for a hydraulic valve	7,121,553	10/17/2026
Hydraulik-Ring GmbH	Filter unit for freezable liquids, particularly for a metering unit of an exhaust gas treatment device	7,156,239	1/2/2027
Hydraulik-Ring GmbH	Adjusting device for camshafts, particularly for motor vehicles	7,178,495	2/20/2027

Patent Applications

Grantor/ Applicant	Description	Application Number	Application Date
Hydraulik-Ring GmbH	Device for exhaust gas after treatment of diesel engines	10,084,862	10/19/2001
Hydraulik-Ring GmbH	Control device for hydraulic and/or mechanical components	10,057,292	1/25/2002
Hydraulik-Ring GmbH	Filter Cartridge for Liquid Media at Risk for Freezing, Particularly for e in Fuel Cell Operated Vehicles and in Internal Combustion Engines	10,249,808	5/9/2003
Hydraulik-Ring	Oscillating Motor for a Camshaft	10,604,530	7/29/2003

GmbH	adjusting Device		
Hydraulik-Ring GmbH	Camshaft adjuster having a means for securing against modification	11,248,508	10/12/2005
Hydraulik-Ring GmbH	Camshaft adjuster with a locking position that, with regard to design, is freely selectable	11,369,519	3/6/2006
Hydraulik-Ring GmbH	Camshaft adjuster with play-free locking	11,340,021	1/26/2006
Hydraulik-Ring GmbH	Valve with check valve	11,384,177	3/16/2006
Hydraulik-Ring GmbH	Exhaust gas aftertreatment device for diesel engines of vehicles, preferably passenger cars	10,570,166	4/17/2006
Hydraulik-Ring GmbH	Freeze-resistant metering valve	11,417,538	5/3/2006
Hydraulik-Ring GmbH	Rotor for vane-type motor with reduced leakage	11,447,608	6/5/2006
Hydraulik-Ring GmbH	Pump for conveying an exhaust gas aftertreatment medium particularly a urea-water solution, for diesel engines	10,570,165	4/17/2006

SCHEDULE B

TRADEMARKS

Trademarks

Owner	Title	Registration Number	Registration Date
Hydraulik-Ring GmbH	HR	2689824	2/25/2003

Trademark Applications

None.

SCHEDULE C
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None.