

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydraulik-Ring GmbH		11/05/2009	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2689824	HR	
Serial Number:	77247076	FASTPHASER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	045494-0018		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0018		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	11/11/2009		

OP \$65.00 2689824

Total Attachments: 17

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 5, 2009 (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 (the "Grantors") in favor of JPMorgan Chase Bank, N.A., as second lien collateral agent (in such capacity, the "Collateral 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 Germany GmbH & Co. KG (the "Borrower") and Hilite International, Inc. have entered into an Amended and Restated Second Lien Credit Agreement, dated as of November 5, 2009 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, Collateral Agent, and common lien collateral 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 Agreement 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 Collateral Agent a Second Ranking Intellectual Property Rights Pledge Agreement in favor of the Collateral Agent and the Secured Parties, as may be as amended, varied, re-enacted, 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 Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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:

(i) 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

(ii) 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 Collateral 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 Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

B. The Collateral 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 Collateral 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 Collateral 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 Collateral Agent, with prompt notice thereof to the Grantor, 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 Collateral 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 Collateral 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 Collateral 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 Collateral Agent may request to evidence the security interest of the Collateral Agent and the Secured Parties in such After-Acquired U.S. Intellectual Property; each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the purpose of recording the Collateral 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. DUAL LIEN INTERCREDITOR AGREEMENT. This Intellectual Property Security Agreement is subject to the terms of the Dual Lien Intercreditor Agreement (as defined in the Credit Agreement). The appointment of the Collateral Agent and the control by the Secured Parties of the Collateral Agent shall be governed by the terms of such Dual Lien Intercreditor Agreement.

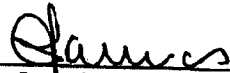
SECTION 5. EXECUTION IN COUNTERPARTS. This Intellectual Property Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

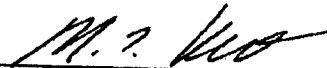
SECTION 6. GOVERNING LAW.

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, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

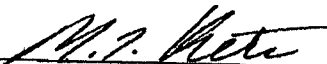
HYDRAULIK-RING GMBH

By: 
Name: Joseph W. Carreras
Title: Managing Director


By: 
Name: Michael T. Kestner
Title: Managing Director

HILITE GERMANY GMBH & CO. KG

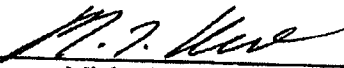
By: Hilite Germany Management GmbH,
its General Partner

By: 
Name: Michael T. Kestner
Title: Managing Director

HILITE GERMANY MANAGEMENT GMBH

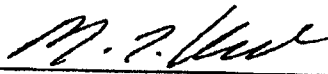
By: 
Name: Michael T. Kestner
Title: Managing Director

HILITE EUROPE GMBH

By: 
Name: Michael T. Kestner
Title: Managing Director

**HYDRAULIK-RING
INDUSTRIEHYDRAULIK GMBH & CO.
GRUNDSTÜCKSV ERWALTUNGS-KG**

By: Hilite Germany Management GmbH,
its General Partner

By: 
Name: Michael T. Kestner
Title: Managing Director

NY1564487

SECOND LIEN U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (GERMAN GRANTORS)

TRADEMARK
REEL: 004094 FRAME: 0660

SCHEDULE A

PATENTS

Patents and Patent Applications

Debtor/Grantor	Title	<u>Appl. No.</u> <u>Filing Date</u>¹	<u>Patent No.</u> <u>Issue Date</u>¹
Hydraulik-Ring GmbH	Doubled Cam shaft adjuster in layered construction	<u>12/319226</u> 02.01.2009	<u>N/A</u> N/A
Hydraulik-Ring GmbH	Control Of A Camphaser	<u>10/578527</u> 27.06.2005	<u>7513230</u> 07.04.2009
Hydraulik-Ring GmbH	Storage For A Liquid Media	<u>10/626408</u> 24.07.2003	<u>6923223</u> 02.08.2005
Hydraulik-Ring GmbH	Solenoid Valve, In Particular, A Pressure Control Valve	<u>09/921292</u> 02.08.2001	<u>6578606</u> 17.06.2003
Hydraulik-Ring GmbH	Freeze-resistant metering valve	<u>11/417538</u> 03.05.2006	<u>7594516</u> 29.11.2009
Hydraulik-Ring GmbH	Compensation Device for compensating volumetric expansion of media, especially of a area-water solution during freezing	<u>10/605763</u> 24.10.2003	<u>7089962</u> 15.08.2006
Hydraulik-Ring GmbH	Vane Camphaser With Limited Leakage	<u>11/447608</u> 05.06.2006	<u>N/A</u> N/A
Hydraulik-Ring GmbH	Device And Method For Selecting A Gutter Of A Transmission	<u>10/093356</u> 07.03.2002	<u>6615682</u> 09.09.2003
Hydraulik-Ring GmbH	Gear Actuator For Engaging And/Or Disengaging Gears Of A Transmission	<u>10/093361</u> 07.03.2002	<u>6723021</u> 20.04.2004
Hydraulik-Ring GmbH	Adjusting Drive System For Transmission Of Motorized Vehicles	<u>08/224860</u> 08.04.1994	<u>5623852</u> 29.04.1997
Hydraulik-Ring GmbH	Throttle Valve Especially For High Pressure Diesel Pumps Of Injection Devices Of Motor Vehicles	<u>10/249426</u> 08.04.2003	<u>6910465</u> 28.06.2005
Hydraulik-Ring GmbH	Device For Exhaust Gas Treatment Of Vehicle, Especially For Diesel Engine Vehicle	<u>10/605274</u> 08.07.2003	<u>7000381</u> 21.02.2006
Hydraulik-Ring GmbH	Filter Cartridge For Liquid Media At Risk For Freezing, Particularly For Use In Fuel Cell Operated Vehicles And In Internal Combustion Engines	<u>10/249808</u> 09.05.2003	<u>7296689</u> 20.11.2007

¹ Note that the date format in this column is DD.MM.YYY

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Valve Stroke Control For Internal Combustion Engines Of Motor Vehicles	<u>10/249805</u> 09.05.2003	<u>6779497</u> 24.08.2004
Hydraulik-Ring GmbH	Filter Unit For Freezable Liquids, Particularly For A Metering Unit Of An Exhaust Gas Treatment Device	<u>10/249807</u> 09.05.2003	<u>7156239</u> 02.01.2007
Hydraulik-Ring GmbH	Starting Device For A Consumer, Such As A Camshaft Adjuster, Automatic Gearbox And Suchlike, Of A Vehicle, Especially A Motor Vehicle	<u>10/249458</u> 11.04.2003	<u>7047931</u> 23.05.2006
Hydraulik-Ring GmbH	Hydraulic Valve, In Particular An Adjustable Pressure Control Valve	<u>09/636629</u> 11.08.2000	<u>6397891</u> 04.06.2002
Hydraulik-Ring GmbH	Adjusting device for camshafts, particularly for motor vehicles	<u>10/707523</u> 19.12.2003	<u>7178495</u> 20.02.2007
Hydraulik-Ring GmbH	Actuating Device For Securing A Camshaft Of An Engine Of A Motor Vehicle In A Start Position	<u>10/709092</u> 13.04.2004	<u>7107952</u> 19.10.2006
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	<u>10/436122</u> 12.05.2003	<u>6871621</u> 29.03.2005
Hydraulik-Ring GmbH	Actuator for gearshift mechanisms of motor vehicles	<u>09/151884</u> 11.09.1998	<u>6223617</u> 01.05.2001
Hydraulik-Ring GmbH	Camshaft adjuster having a means for securing against modification	<u>11/248.508</u> 12.10.2005	<u>7273025</u> 25.09.2007
Hydraulik-Ring GmbH	Hydraulic circuit, particularly for camshaft adjusters, and corresponding control element	<u>12/283881</u> 15.09.2008	<u>N/A</u> <u>N/A</u>
Hydraulik-Ring GmbH	Valve with check valve	<u>11/384177</u> 16/03/2006	<u>7600531</u> 13/10/2009
Hydraulik-Ring GmbH	Electromagnet (Solenoid Valve) With Sleeve-Shaped Housing	<u>08/587970²</u> 17.01.2006	<u>5871201</u> 16.02.1999
Hydraulik-Ring GmbH	Camshaft adjusting device for vehicles, especially motor vehicles	<u>10/904164</u> 27.10.2005	<u>N/A</u> <u>N/A</u>
Hydraulik-Ring GmbH	Rotor of a camshaft adjuster	<u>11/655767</u> 18.01.2007	<u>7497193</u> 03.03.2009
Hydraulik-Ring GmbH	Valve having at least one screen	<u>10/248096</u> 12.18.2002	<u>N/A</u> <u>N/A</u>
Hydraulik-Ring GmbH	Control Device For A Semiautomatic Gearshift Mechanism Of Vehicles, Preferably Motor Vehicles	<u>10/102551</u> 19.03.2002	<u>6851326</u> 08.02.2005

² Assignee is Mannesmann Rexroth AG.

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Camshaft adjuster for internal combustion engines of motor vehicles	<u>10/707530</u> 19.12.2003	<u>6883480</u> 26.04.2005
Hydraulik-Ring GmbH	Valve Control For Adjusting The Stroke Of Valves Of Motor Vehicle Engines	<u>10/249173</u> 20.03.2003	<u>6814036</u> 09.11.2004
Hydraulik-Ring GmbH	Directional Seat Valve	<u>09/510595</u> 22.02.2000	<u>6336470</u> 08.01.2002
Hydraulik-Ring GmbH	Camshaft adjuster for vehicles, especially motor vehicles	<u>10/709216</u> 22.04.2004	<u>7246580</u> 24.07.2007
Hydraulik-Ring GmbH	Check Valve And Valve Arrangement Comprising Such A Check Valve	<u>10/064961</u> 23.08.2002	<u>6899126</u> 31.05.2005
Hydraulik-Ring GmbH	Camshaft adjusting device for internal combustion engines of motor vehicles	<u>10/708335</u> 25.02.2004	<u>6928971</u> 16.08.2005
Hydraulik-Ring GmbH	Electromagnetic Valve (Solenoid Valve)	<u>09/719674</u> 26.03.2001	<u>6789778</u> 14.09.2004
Hydraulik-Ring GmbH	Camshaft adjuster with play-free locking	<u>11/340021</u> 26.01.2006	<u>7331318</u> 19.02.2008
Hydraulik-Ring GmbH	Solenoid Valve	<u>09/259523</u> 26.02.1999	<u>6202699</u> 20.03.2001
Hydraulik-Ring GmbH	Valve, Especially proportional Solenoid Valve	<u>10/708334</u> 25.02.2004	N/A N/A
Hydraulik-Ring GmbH	Hydraulic Circuit, particularly for camshaft adjusters, and corresponding control element	<u>12/283881</u> 15.09.2008	N/A N/A
Hydraulik-Ring GmbH	Pressure Control Valve	<u>11/114555</u> 26.04.2005	<u>7497232</u> 03.03.2009
Hydraulik-Ring GmbH	Solenoid And Hydraulic Valve With A Solenoid	<u>09/624125</u> 24.07.2000	<u>6315268</u> 13.11.2001
Hydraulik-Ring GmbH	Rotor for vane-type motor with reduced leakage	<u>11/447608</u> 05.06.2006	N/A N/A
Hydraulik-Ring GmbH	Apparatus for tensioning of a camshaft drive	<u>08/313353</u> 27.09.1994	<u>5597367</u> 28.01.1997
Hydraulik-Ring GmbH	Solenoid valve and method for its manufacture	<u>08/720026</u> 27.09.1996	<u>5911400</u> 15.06.1999
Hydraulik-Ring GmbH	Hydraulic Valve, Especially For Controlling A Camshaft Movement In A Motor Vehicle	<u>09/446840</u> 29.04.2000	<u>6289921</u> 18.09.2001

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Oscillating motor for a camshaft adjusting device	<u>10/604530</u> 29.07.2003	<u>7275476</u> 02.10.2007
Hydraulik-Ring GmbH	Device for adjusting a camshaft of an internal combustion engine of a motor vehicle	<u>10/707992</u> 30.01.2004	<u>7117832</u> 10.10.2006
Hydraulik-Ring GmbH	Rotor for vane-type motor with reduced leakage	<u>10/709375</u> 30.04.2004	<u>7121553</u> 17.10.2006
Hydraulik-Ring GmbH	Hydraulic System For Actuating At Least Two Operational Areas In A Vehicle	<u>09/364400</u> 30.07.1999	<u>6223763</u> 01.05.2001
Hydraulik-Ring GmbH	Calibrated Dosing Unit, Especially Of An Exhaust Treatment Unit	<u>12/011329</u> 25.01.2008	N/A N/A
Hydraulik-Ring GmbH	Hydraulic circuit particularly for camshaft adjusters and corresponding control element	<u>12/283882</u> 15.09.2008	N/A N/A
Hydraulik-Ring GmbH	Injection Device For The Treatment Of Exhaust Fumes From Motor Vehicles	<u>11/368129</u> 02.03.2006	N/A N/A
Hydraulik-Ring GmbH	Stroke adjusting device for valves of a combustion engine	<u>10/518739</u> 21.03.2006	<u>7418935</u> 02.09.2008
Hydraulik-Ring GmbH	Camshaft adjuster with a locking position that, with regard to design, is freely selectable	<u>11/369519</u> 06.03.2006	<u>7278385</u> 09.10.2007
Hydraulik-Ring GmbH	Proportional solenoid valve for a camshaft adjusting device of motor vehicles	<u>10/707807</u> 14.01.2004	<u>7069951</u> 04.07.2006
Hydraulik-Ring GmbH	Valve, especially proportional solenoid valve	<u>10/708334</u> 25.02.2004	<u>7013920</u> 21.03.2006
Hydraulik-Ring GmbH	Pressure control valve, especially for high pressure diesel pumps of injection devices of motor vehicles	<u>10/249923</u> 08.04.2003	<u>7013877</u> 21.03.2006
Hydraulik-Ring GmbH	Camshaft adjusting device for vehicles, especially motor vehicles	<u>10/904164</u> 27.10.2004	<u>7004129</u> 28.02.2006
Hydraulik-Ring GmbH	Actuating device, especially a hydraulic or pneumatic actuator, for transmissions of vehicles, particularly motor vehicles	<u>10/605123</u> 10.09.2003	<u>6981429</u> 03.01.2006
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	<u>10/709093</u> 13.04.2004	<u>6968815</u> 29.11.2005
Hydraulik-Ring GmbH	Camshaft adjusting device for internal combustion engines of motor vehicles	<u>10/708335</u> 25.02.2004	<u>6928971</u> 16.08.2005
Hydraulik-Ring GmbH	Valve having at least one screen	<u>10/248096</u> 18.12.2002	<u>6892759</u> 17.05.2005

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Proportional solenoid valve, preferably proportional throttle valve, especially for high pressure diesel pumps of motor vehicles	<u>10/249514</u> <u>16.04.2003</u>	<u>6833779</u> <u>21.12.2004</u>
Hydraulik-Ring GmbH	Solenoid valve, in particular, a pressure control valve	<u>10/249822</u> <u>09.05.2003</u>	<u>6814103</u> <u>09.11.2004</u>
Hydraulik-Ring GmbH	Actuating device for securing a camshaft of an engine of a motor vehicle in a start position	<u>09/975301</u> <u>11.10.2001</u>	<u>6739297</u> <u>25.05.2004</u>
Hydraulik-Ring GmbH	Control device for switching intake and exhaust valves of internal combustion engines	<u>09/972025</u> <u>05.10.2001</u>	<u>6681732</u> <u>27.01.2004</u>
Hydraulik-Ring GmbH	Control device for semiautomatic gearshift mechanisms of vehicles, in particular, motor vehicles	<u>09/797416</u> <u>28.02.2001</u>	<u>6497160</u> <u>24.12.2002</u>
Hydraulik-Ring GmbH	Hydraulic system for actuating at least two operating systems of a motor vehicle	<u>09/874871</u> <u>04.06.2001</u>	<u>6474749</u> <u>05.11.2002</u>
Hydraulik-Ring GmbH	Travel measuring and control device for motor vehicle transmissions	<u>09/603298</u> <u>23.06.2000</u>	<u>6457376</u> <u>01.10.2002</u>
Hydraulik-Ring GmbH	Pump for conveying fuel in an internal combustion engine	<u>09/738544</u> <u>18.12.2000</u>	<u>6454544</u> <u>24.09.2002</u>
Hydraulik-Ring GmbH	Hydraulic displacement machine	<u>09/468482</u> <u>17.12.1999</u>	<u>6450792</u> <u>17.09.2002</u>
Hydraulik-Ring GmbH	Actuating device for a differential lock, preferably a frictional lock	<u>09/594914</u> <u>15.06.2000</u>	<u>6419607</u> <u>16.06.2002</u>
Hydraulik-Ring GmbH	Protective device for producing very small bores in tubular components, and method for producing bores	<u>09/359993</u> <u>22.07.1999</u>	<u>6407362</u> <u>18.06.2002</u>
Hydraulik-Ring GmbH	Directional seat valve	<u>09/827118</u> <u>05.04.2001</u>	<u>6390117</u> <u>21.05.2002</u>
Hydraulik-Ring GmbH	Pressure medium supply arrangement for a continuous variable transmission	<u>09/558255</u> <u>25.04.2000</u>	<u>6387000</u> <u>14.05.2002</u>
Hydraulik-Ring GmbH	Valve control mechanism for intake and exhaust valves of internal combustion engines	<u>09/441652</u> <u>12.11.1999</u>	<u>6374784</u> <u>23.04.2002</u>
Hydraulik-Ring GmbH	Method for machining control edges of a valve for a fuel injection device of an internal combustion engine and fuel injection device with such a valve	<u>09/450519</u> <u>29.11.1999</u>	<u>6371382</u> <u>16.04.2002</u>
Hydraulik-Ring GmbH	Control valve for fuel injection devices for internal combustion engines	<u>09/450517</u> <u>29.11.1999</u>	<u>6345804</u> <u>12.02.2002</u>
Hydraulik-Ring GmbH	Radial piston pump	<u>09/446493</u> <u>18.05.2000</u>	<u>6328537</u> <u>11.12.2001</u>

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Hydraulic positive displacement machine	<u>09/552070</u> 19.04.2000	<u>6293777</u> 25.09.2001
Hydraulik-Ring GmbH	Fuel injection device for internal combustion engines	<u>09/450518</u> 29.11.1999	<u>6293252</u> 25.09.2001
Hydraulik-Ring GmbH	Fuel injection device for internal combustion engines	<u>09/425853</u> 11.09.2001	<u>6286484</u> 22.10.1999
Hydraulik-Ring GmbH	Pressure regulator for controlling the pre-injection quantity of fuel in internal combustion engines	<u>09/425854</u> 22.10.1999	<u>6279543</u> 28.08.2001
Hydraulik-Ring GmbH	Closure arrangement for a container with clamping projections and interfitting slanted grooves	<u>09/259525</u> 26.02.1999	<u>6227390</u> 08.05.2001
Hydraulik-Ring GmbH	Arrangement for determining the position of an object of measurement without contacting the object	<u>09/249687</u> 12.02.1999	<u>6222360</u> 24.04.2001
Hydraulik-Ring GmbH	Damping device for movable masses, preferably for electromagnetic systems	<u>09/364399</u> 30.07.1999	<u>6205964</u> 27.03.2001
Hydraulik-Ring GmbH	Actuating device for automation of a manual transmission of vehicles, especially motor vehicles	<u>09/012782</u> 23.01.1998	<u>6164182</u> 26.12.2000
Hydraulik-Ring GmbH	Actuator for gear shifting mechanisms for motor vehicles	<u>08/850626</u> 02.05.1997	<u>5957028</u> 28.09.1999
Hydraulik-Ring GmbH	Actuating device for brakes of a vehicle, preferably a motor vehicle	<u>08/785847</u> 21.01.1997	<u>5941611</u> 24.08.1999
Hydraulik-Ring GmbH	Control device using a single actuator to rotate and translate a shift selector for automatically operating a manual transmission of a vehicle	<u>08/820695</u> 18.03.1997	<u>5916326</u> 29.06.1999
Hydraulik-Ring GmbH	Control device, especially for a transmission of a motor vehicle, as well as a method for manufacturing such a control device	<u>08/695365</u> 09.08.1996	<u>5887851</u> 30.03.1999
Hydraulik-Ring GmbH	Actuating device for automatically operating manual transmissions of vehicles	<u>08/804730</u> 21.02.1997	<u>5878622</u> 09.03.1999
Hydraulik-Ring GmbH	Actuating device, preferably for vehicles, especially for motor vehicles	<u>08/785908</u> 21.01.1997	<u>5821671</u> 13.10.1998
Hydraulik-Ring GmbH	Actuating device for coupling of an automatic transmission of a vehicle	<u>08/785907</u> 21.01.1997	<u>5802849</u> 08.09.1998
Hydraulik-Ring GmbH	Actuator for a position-adjusting device, preferably for a valve lift adjusting device of motor vehicles	<u>08/702312</u> 23.08.1996	<u>5732612</u> 31.03.1998
Hydraulik-Ring GmbH	Actuator system for gear shifting mechanisms of motor vehicles	<u>08/610669</u> 04.03.1996	<u>5722297</u> 03.03.1998

Debtor/Grantor	Title	Appl. No. Filing Date¹	Patent No. Issue Date¹
Hydraulik-Ring GmbH	Adjusting drive for transmission of motorized vehicles	<u>08/224909</u> <u>08.04.1994</u>	<u>5706712</u> <u>13.01.1999</u>
Hydraulik-Ring GmbH	Actuating device for the throttle valve of a carburetor for use with an automatic transmission of a motorized vehicle	<u>08/282734</u> <u>29.07.1994</u>	<u>5603244</u> <u>18.02.1997</u>
Hydraulik-Ring GmbH	Electroproportional solenoid valve unit	<u>08/386372</u> <u>10.02.1995</u>	<u>5592972</u> <u>14.01.1997</u>
Hydraulik-Ring GmbH	Separable insertion-type pipe connection	<u>08/076128</u> <u>14.06.1993</u>	<u>5492374</u> <u>20.02.1996</u>
Hydraulik-Ring GmbH	Proportional solenoid valve unit	<u>08/386377</u> <u>10.02.1995</u>	<u>5487410</u> <u>30.01.1996</u>
Hydraulik-Ring GmbH	Volume flow control for hydraulic systems of vehicles, especially for steering devices of motor vehicles	<u>08/150492</u> <u>10.11.1993</u>	<u>5398594</u> <u>21.03.1995</u>
Hydraulik-Ring GmbH	Piston-slide-valve	<u>07/849732</u> <u>12.03.1992</u>	<u>5329841</u> <u>19.07.1994</u>
Hydraulik-Ring GmbH	Hydraulic solenoid valve	<u>07/959318</u> <u>09.10.1992</u>	<u>5323809</u> <u>28.06.1994</u>
Hydraulik-Ring GmbH	Proportional magnet valve	<u>07/930979</u> <u>14.08.1992</u>	<u>5322259</u> <u>21.06.1994</u>
Hydraulik-Ring GmbH	Clutch for vehicles	<u>07/994918</u> <u>22.12.1992</u>	<u>5301781</u> <u>12.04.1994</u>
Hydraulik-Ring GmbH	Arrangement for the tensioning and adjusting of a camshaft chain drive	<u>07/663670</u> <u>04.03.1991</u>	<u>5120278</u> <u>09.06.1992</u>
Hydraulik-Ring GmbH	Chain tensioner for an internal-combustion engine	<u>07/666674</u> <u>04.03.1991</u>	<u>5117786</u> <u>02.06.1992</u>
Hydraulik-Ring GmbH	Chain drive tensioning and adjusting arrangement	<u>07/663603</u> <u>04.03.1991</u>	<u>5109813</u> <u>05.05.1992</u>


Patent Licenses

- License Agreement between Hydraulik-Ring GmbH and AISIN Seiki Kabushiki Kaisha (“AISIN”) regarding AISIN’s patents nos. EP 0781899B1 (dirt pocket), DE 198 25 288 (belt driven VVT), and mutual covenant not to sue.
- Cross-License Agreement between Hilite International, Inc./Hydraulik-Ring (“Hilite”) and Schaeffler KG (“INA”) regarding INA’s patents nos. DE 42 18 078C5, DE 42 180 82, DE 43 175 27 B4 and Hilite’s patents nos. EP 0 978 638 B1, EP 1 331 737 A2, EP 1 452 698 B1, DE

197 29 935 B4, DE 198 53 670 B4, DE 41 31 384 C2

- License Agreement between Hydraulik-Ring GmbH and enTec CONSULTING GmbH (“enTec”) regarding enTec’s patents/applications nos. DE 101 40 635.5-13, DE 102 280 22.3-13 and DE 102 61 304.4.
- Declaration of Thomas Magnete GmbH not to sue Hydraulik-Ring regarding patent no. DE 10 2005 058 846.

SCHEDULE B
TRADEMARKS

Hydraulik-Ring GmbH		<u>21-SEP-2000</u> <u>25-FEB-2003</u>	Registered	<u>76/132482</u> <u>2689824</u>
Hydraulik-Ring GmbH	FASTPHASER	<u>03-AUG-2007</u> N/A	opposition period completed; Notice of Allowance issued 09-JUN-2009	<u>77/247076</u> N/A

**SCHEDULE C
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None.