

**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                         |
|---------------------------|----------|----------------|-------------------------------------|
| RAYBESTOS POWERTRAIN, LLC |          | 05/10/2010     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                   |                               |
|-------------------|-------------------------------|
| Name:             | COLE TAYLOR BANK              |
| Street Address:   | 9550 West Higgins Road        |
| Internal Address: | 8th Floor                     |
| City:             | Rosemont                      |
| State/Country:    | ILLINOIS                      |
| Postal Code:      | 60018                         |
| Entity Type:      | Banking Corporation: ILLINOIS |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number  | Word Mark                      |
|----------------------|---------|--------------------------------|
| Registration Number: | 1673388 | PERFORMANCE THROUGH TECHNOLOGY |
| Registration Number: | 1678426 | BLUE PLATE SPECIAL             |
| Registration Number: | 1738236 | RAY-FLEX                       |
| Registration Number: | 1739690 | RAY USA                        |
| Registration Number: | 1822121 | CLUTCH-PACK                    |
| Registration Number: | 2952645 | SW CARBON                      |
| Registration Number: | 2891768 | X-32                           |
| Registration Number: | 2957628 | TAKES HEAT WITHOUT CONING ZPAK |
| Registration Number: | 3754122 | ALLOMATIC                      |

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900162000**

**TRADEMARK  
 REEL: 004204 FRAME: 0631**

**CH \$240.00 1673388**

Phone: 404-572-4786  
Email: epolak@kslaw.com  
Correspondent Name: King & Spalding  
Address Line 1: 1180 Peachtree Street  
Address Line 2: ATTN: Gerald T. Woods  
Address Line 4: Atlanta, GEORGIA 30309

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 17102.009006      |
| NAME OF SUBMITTER:      | Gerald T. Woods   |
| Signature:              | /Gerald T. Woods/ |
| Date:                   | 05/12/2010        |

Total Attachments: 6  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, RAYBESTOS POWERTRAIN, LLC, a Delaware limited liability company (the "**Grantor**") owns the Marks (as defined below) and the Patents (as defined below), in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in all of the Grantor's right, title and interest in and to the Marks and the Patents; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in the Marks and the Patents.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of May \_\_, 2010, by and among the Grantor and the Grantee, among others (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now owned, existing, acquired or arising and wherever now or hereafter located: (i) the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto (excluding any "intent to use" trademark applications as described in the Credit Agreement), (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Net Cash Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation or dilution of any of the Marks and/or Patents or unfair competition regarding the same (collectively, the "**Trademark and Patent Collateral**").

This Grant of Security Interest in Trademarks and Patents is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest in Trademarks and Patents has been granted in conjunction with the security interest granted to the Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks and Patents are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

Upon the payment in full of the Obligations (other than Contingent Indemnification Obligations) and termination of this Grant of Security Interest in Trademarks and Patents, the Grantee shall execute, acknowledge and deliver to the Grantor proper documents and instruments acknowledging the release of the security interest in the Trademark and Patent Collateral under this Grant of Security Interest in Trademarks and Patents, at the Grantor's expense.

This Grant of Security Interest in Trademarks and Patents may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Grant of Security Interest in Trademarks and Patents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned has executed this Grant of Security Interest in Trademarks and Patents as of May 10, 2010.

**GRANTOR:**

**RAYBESTOS POWERTRAIN, LLC,**

a Delaware limited liability company

By: 

Print Name: Daniel Gaston

Title: Chief Executive Officer

Schedule "A"

U.S. Trademark Registrations and Applications

| Trademark                                  | Registration or Serial Number |
|--|-------------------------------|
| Performance Through Technology             | 1,673,388                     |
| Blue Plate Special                         | 1,678,426                     |
| Ray-flex                                   | 1,738,236                     |
| RAY USA and Design                         | 1,739,690                     |
| Clutch-Pack                                | 1,822,121                     |
| SW Carbon & Design                         | 2,952,645                     |
| X-32                                       | 2,891,768                     |
| ZPAK & Design - Takes Heat Without Cloning | 2,957,628                     |
| ALLOMATIC                                  | 3,754,122                     |

**Schedule "B"**

**U.S. Patent Registrations and Applications**

| Patent   | Patent or Application Number   |
|--|--------------------------------|
| POLISHING PAD FOR USE IN CHEMICAL MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFER AND METHOD OF MAKING SAME  | 6852020                        |
| POLISHING PAD FOR USE IN CHEMICAL-MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME   | 6863774<br>Pub # 2002/ 0127862 |
| POLISHING PAD FOR USE IN CHEMICAL-MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS HAVING A TRANSPARENT WINDOW FOR END-POINT DETERMINATION AND METHOD OF MAKING  | 6875077<br>Pub # 2004/ 0018809 |
| RETAINING RING WITH WEAR PAD FOR USE IN CHEMICAL MECHANICAL PLANARIZATION  | 6899610<br>Pub # 2002/ 0182994 |
| POLISHING PAD FOR USE IN CHEMICAL/ MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS HAVING A TRANSPARENT WINDOW FOR END-POINT DETERMINATION AND METHOD OF MAKING | 6945846                        |
| METHOD FOR SECURING A POLISHING PAD TO A PLATEN FOR USE IN CHEMICAL-MECHANICAL POLISHING OF WAFERS   | 6964601<br>Pub # 2004/ 0053562 |
| RETAINING RING WITH WEAR PAD FOR USE IN CHEMICAL MECHANICAL PLANARIZATION  | 6979256<br>Pub # 2005/ 0026554 |
| GRADIENT POLISHING PAD MADE FROM PAPER-MAKING FIBERS FOR USE IN CHEMICAL/ MECHANICAL PLANARIZATION OF WAFERS   | 7025668<br>Pub # 2004/ 0072522 |
| POLISHING PAD FOR USE IN CHEMICAL-MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME   | 7037184<br>Pub # 2004/ 0142637 |
| COMPOSITE POLISHING PAD FOR USE IN CHEMICAL MECHANICAL PLANERIZATION   | 10/464,821<br>7,025,668        |

SPACER BLOCK FOR ELECTRICALLY OPERATED  
TRANSMISSION CONTROLLER ASSEMBLY

11/581,706

2008/0089044