



October 12, 2000

**Murray Canada
United States Patents**

*Continuation
Item
4*

Patent	Filing Date	Issue Date	Patent No.
1. Snow Thrower Impeller	10-15-80	11-30-82	4,360,983
2. Snow Thrower With Dual Controls	2-23-81	3-22-83	4,377,044
3. Control System For Apparatus	4-3-87	9-26-89	4,869,124
4. Height Adjuster For Lawn Mowers	12-2-88	2-13-90	4,899,524
5. Single Action Wheel Height Adjuster	12-2-88	3-6-90	4,905,463
6. Cord Retainer	12-2-88	3-27-90	4,910,835
7. On The Go Gear Shifter	9-5-89	7-10-90	4,939,948
8. Child's Cart	1-11-91	8-4-92	5,135,243
9. Child's Vehicle	10-18-90	5-19-92	Des. 326,288
10. Sled	5-9-88	10-16-90	Des. 311,358

*use this **

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 5, 2000, by Murray Canada Inc., an Ontario corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Borrowers party thereto, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MURRAY CANADA INC

By: 

Name: Thomas F. Hatch

Its: Secretary

ACCEPTED AND ACKNOWLEDGED
BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 

Name: Michael J. McKay

Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

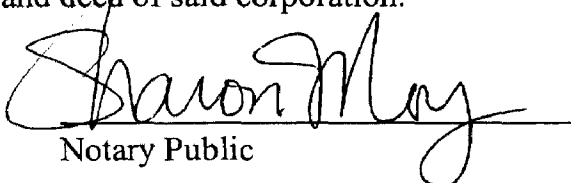
STATE OF Illinois)

COUNTY OF Cook)

SS.

On this 5th day of October, 2000 before me personally appeared Thomas F. Hatch, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Murray Canada Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

October 12, 2000

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United States Patents**



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November 7, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington DC 20231
Attn: Patent Assignment Department

Re: General Electric Capital Corporation/Murray Canada, Inc.

Dear Commissioner:

Enclosed is a Patent Security Agreement together with a check in the amount of \$400 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Dr.
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN

Laura L. Konrath
Senior Legal Assistant

LLK:ko
Enclosure