lev. 6-93) RECO 12-13	5 - 2000 EE O.S. DEPARTMENT OF COMMERCE
MB No. 0651-0011 (exp. 4/94)	IDI BABA KALEKER ININ BAKABA
Tab settings □□□▼ //. 20. ce	
To the Honorable Commissioner of Patents 1015	53226ned original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Murray Canada Inc.	Name: General Electric Capital Corporation, as agent
Additional name(s) of conveying party(ies) attached?	Internal Address:
3. Nature of conveyance:	
☐ Assignment ☐ Merger	Street Address: 10 S. La Salle
Security Agreement	
□ Other	city: Chicago State: 1 ZIP: 6060
Execution Date: October 5, 2000	
	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new applicatio	n, the execution date of the application is:
	B. Patent No.(s)
A. Patent Application No.(s)	B. Faterit No.(5)
;	_
Additional numbers at	tached? Yes □ No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 10
Name: Laura Konrath	7. Total fee (37 CFR 3.41)\$_400
Internal Address: Winston & Strawn	
33rd Floor	Enclosed
3314 11301	Authorized to be charged to deposit account
Strat Address 35 W. Wacker	
Street Address: 35 W. Wacker	8. Deposit account number:
	N/A
City: Chicago State: ID ZIP: 60601	(Attach duplicate copy of this page if paying by deposit account)
/12/14/2000 GT0N11 00000130 4360983 DO NOT US	SE THIS SPACE
01 FC:581 400.00 OP	
Statement and signature. To the best of my knowledge and belief, the foregoing intomotion the original document.	hation is true and correct and any attached copy is a true copy of
Laura Konrath	ymax 11/6/00
Name of Person Signing	Signature
Total number of pages including	cover sheet, attachments, and document:

October 12, 2000



Murray Canada United States Patents

Continuation

4	
4	

Patent	Filing Date	Issue Date	Patent No.
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
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.

WITNESSETH:

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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. 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 "<u>Patent Collateral</u>"):
 - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on <u>Schedule 1</u> 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.

772199.1

3. <u>SECURITY AGREEMENT</u>. 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]

- 2 -

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

Name Thomas

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Michael J

Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF <u>Illinois</u>)

COUNTY OF <u>Cook</u>)

ss.

On this 5th day of October, 2000 before me personally appeared Memas 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 deep of said corporation.

"OFFICIAL SEAL"
SHARON MOY
SegNotary Public, State of Illinois
My Commission Expires 6/12/04

Notary Public





Patent	Filing Date	Issue Date	Patent No.
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
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
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

. Vse Viis





WINSTON & STRAWN

1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE NEW YORK, NEW YORK 10166-4193

(312) 558-6352 WRITER'S DIRECT DIAL NUMBER

NOV 2 0 2000 CS

35 WEST WACKER DRIVE CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

November 7, 2000

21 AVENUE VICTOR HUGO 75116 PARIS, FRANCE

1400 L STREET, N.W. WASHINGTON, D.C. 20005-3502

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,

Laura L. Konrath

Senior Legal Assistant

LLK:ko Enclosure

RECORDED: 11/20/2000