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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-23-02
Kar-Tainer International, Inc. (Assignor)

2. Name and address of receiving party(ies)
Name: Ableco Finance LLC

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 450 Park Avenue

City: New York, State: NY Zip: 10022

Execution Date: 2/25/02

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 application, the execution date of the application is: _____

A. Patent Application No.(s)

See attached Schedule.

B. Patent No.(s)

See attached Schedule.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Santo Manna, Esq.

Internal Address: _____

Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York, State: NY Zip: 10022

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

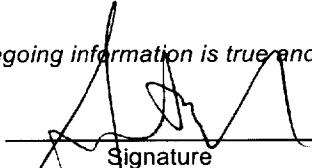
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Santo Manna, Esq.

Name of Person Signing


Signature

May 22, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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SCHEDULE

ISSUED PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
5,547,333	8/20/96	Kar-Tainer International, Inc.	Method for Packing Vehicle Bodies in a Transport Container
5,769,591	6/23/98	Kar-Tainer International, Inc.	Frame Structure and Method for Packing Vehicle Bodies
5,924,248	7/20/99	Kar-Tainer International, Inc.	Collapsible Frame Device
6,010,285	1/4/00	Kar-Tainer International, Inc	Collapsible Vehicle Transporation Frame
6,196,776	3/6/01	Kar-Tainer International, Inc	Multiple Automobile Transport System

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, KAR-TAINER INTERNATIONAL, INC. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement, dated February 25, 2002 (the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (the "Assignee");

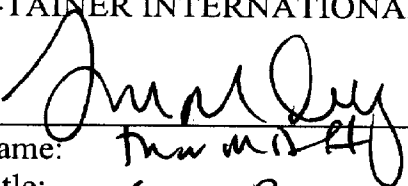
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized effective as of February 25, 2002.

KAR-TAINER INTERNATIONAL, INC.

By: 
Name: Thomas M. Smith
Title: Gen. Mgr.

STATE OF Georgia

ss.:

COUNTY OF DeKalb

On this 21 day of May, 2002, before me, the undersigned, personally appeared Tommy Duff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Janet Bertsch

**Notary Public, DeKalb County, Georgia
My Commission Expires August 4, 2003**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

ISSUED PATENTS

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