FORM <b>PTO-1595</b> (Rev. 6-93) REC 0.3 - 12 -	2003 HEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
OMB No. 0651-0011 (exp. 4/94)	
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	Γ
1. Name of conveying party(ies): $3 - 10 - 03$	
Weasler Engineering, Inc.	Name: <u>General Electric Capital Corporation</u> as agent
Additional name(s) of conveying party(ies) attached? D Yes 🗙 No	Internal Address:
3. Nature of conveyance:	
C Assignment C Merger	Street Address: 500 W. Monroe
Security Agreement Change of Name	
D Other	City: Chicago State: 12 ZIP: 60661
Execution Date:February 4, 2003	Additional name(s) & address(es) attached? D Yes 🖉 No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application A. Patent Application No.(s)	n, the execution date of the application is: $\frac{7}{20}$
A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers att	n, the execution date of the application is: B. Patent No.(s) 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: 15
Name: Laura Konrath	7. Total fee (37 CFR 3.41)\$_600
Internal Address: Winston & Strawn	
	Authorized to be charged to deposit account
Street Address: 35 W. Wacker Dr.	8. Deposit account number:
	N/A
City: Chicago State: IL ZIP: 60601	(Attach duplicate copy of this page if paying by deposit account)
03/11/2003 DBYRNE 00000055 6447397 DO NOT USI	E THIS SPACE
the original document.	Ation is true and correct and any attached copy is a true copy of Multiple Date Date
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Washington, D.C. 20231

REEL: 013821 FRAME: 0234

Continuation Item 4

#### SCHEDULE I to

#### BORROWER PATENT SECURITY AGREEMENT

## **PATENTS**

	TITLE	COUNTRY	APPL. NO./ APPL. DATE	PAT. NO. /PUBL NO./ ISSUE DATE	STATUS
i)	Detent Torque Overload Clutch	US	687667/ 10/13/2000	US 6447397/ 09/10/2002	Active
<b>'</b>	Radial Detent Torque Overload Clutch	Europe	2001200242/ 01/23/2001	EP 1197671/ 04/17/2002	Published Application
<i>Z</i> )	Torque Overload Clutch and Clutch Plate	US	772820/ 12/24/1996	US 5803811/ 09/08/1998	Active
	Torque Overload Clutch and Clutch Plate	Canada	2204349/ 05/02/1997	CA 2204349/ 06/24/1998	Active
3	Automatic Uncocking Shaft Sensing Coupler	US	582243/ 01/03/1996	US 5632568/ 05/27/1997	Active
4	Automatic Uncocking Shaft Sensing Coupler	US	784878/ 01/16/1997	US 5779385/ 07/14/1998	Active
	Automatic Uncocking Shaft Sensing Coupler	Canada	2173922/ 04/11/1996	CA 2173922/ 07/04/1997	Active
	Automatic Uncocking Shaft Sensing Coupler	Canada	2214179/ 08/28/1997	CA 2214179/ 07/16/1998	Active
5	Double Cardan Universal Joint Ball And Socket Seal	US	548222/ 10/25/1995	US 5688065/ 11/18/1997	Active
	Double Cardan Universal Joint Ball And Socket Seal	Canada	2175642/ 05/02/1996	CA 2175642/ 04/26/1997	Active
6	Torque Overload Free Motion Devices	US	846202/ 04/28/1997	US 5807179/ 09/15/1998	Active
2	Torque Overload Clutch Coupler For A Torque Transmitting Driveline	US	395341/ 02/28/1995	US 5681222/ 10/28/1997	Active
t	Torque Overload Free Motion Devices	Canada	2149486/ 05/16/1995	CA 2149486/ 08/29/1996	Active

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PATENT REEL: 013821 FRAME: 0235

	TITLE	COUNTRY	APPL. NO./ APPL. DATE	PAT. NO. /PUBL NO./ ISSUE DATE	STATUS
8	Shear Element Type Clutch	US	287740/ 08/09/1994	US 5531307/ 07/02/1996	Active
	Shear Element Type Clutch	Canada	2154855/ 07/27/1995	CA 2154855/ 07/27/1995	Active
9	Cone Style Universal Joint	US	805338/ 12/09/1991	US 5326322/ 07/05/1994	Expired 2002
-	Cone Style Universal Joint	Canada	2062130/ 03/02/1992	CA 2062130/ 06/10/1993	Active
	Universal Joint With Improved Lubrication	Canada	536885/ 05/12/1987	CA 1304589/ 07/07/1992	Active
10	Ball Retainer	US	385942/ 07/25/1989	US 4966488/ 10/30/1990	Active
	Ball Retainer	Canada	556011/ 01/07/1988	CA 1298097/ 03/31/1992	Active
Н	Shear Joint For Yoke	US	941496/ 12/15/1986	US 4758109/ 07/19/1988	Active
	Shear Joint For Yoke	Canada	554220/ 12/14/1987	CA 1273213/ 08/28/1990	Active
12	Centering Apparatus For Constant Velocity Universal Joint	US	797790/ 11/14/1985	US 4650439/ 03/17/1987	Active
13	Universal Joint With Improved Lubrication	US	887484/ 07/21/1986	US 4781662/ 11/01/1988	Active
14	Shield For Universal Joint	US	722341/ 04/12/1985	US 4610559/ 09/09/1986	Active
15	Universal Joint Guard	US	722340/ 04/12/1985	US 4605332/ 08/12/1986	Active

# PATENT APPLICATIONS

None.

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#### **BORROWER PATENT SECURITY AGREEMENT**

BORROWER PATENT SECURITY AGREEMENT, dated as of February 4, 2003 (this "Borrower Patent Security Agreement"), by WEASLER ENGINEERING, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

#### $\underline{WITNESSETH}$

WHEREAS, pursuant to that certain Credit Agreement dated as of February  $\underline{\mathbf{H}}$ , 2003, by and among Grantor, 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 amended through the date hereof, the "<u>Credit Agreement</u>"), Lenders have agreed to make certain Loans for the benefit of Grantor;

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Borrower Security Agreement, Grantor has agreed to enter into this Borrower Patent Security Agreement as set forth herein;

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> 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 I</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.

3. <u>BORROWER SECURITY AGREEMENT</u>. The security interests granted pursuant to this Borrower Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Borrower 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 Borrower Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. [signature pages follow]

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

WEASLER ENGINEERING, INC.

the Re Bу T. Hawkins Name: James Title:

#### ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:			

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Borrower Patent Security Agreement Signature Page]

PATENT REEL: 013821 FRAME: 0239 IN WITNESS WHEREOF, Grantor has caused this Borrower Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

#### WEASLER ENGINEERING, INC.

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent By: Haging Name: ames Title: MIOVIZ

## STATE OF WISCONSIN ) ) ss. COUNTY OF WASHINGTON )

On February <u>4</u>, 2003 before me Mary E. Montag, a Notary Public, personally appeared James T. Hawkins, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Montag

Notary Public, State of Wisconsin

[SEAL]

My commission expires September 11, 2005.

## SCHEDULE I to BORROWER PATENT SECURITY AGREEMENT

#### **PATENTS**

TITLE	COUNTRY	APPL. NO./ APPL. DATE	PAT. NO. /PUBL NO./ ISSUE DATE	STATUS
Detent Torque Overload	US	687667/	US 6447397/	Active
Clutch		10/13/2000	09/10/2002	
Radial Detent Torque	Europe	2001200242/	EP 1197671/	Published
Overload Clutch	-	01/23/2001	04/17/2002	Application
Torque Overload Clutch	US	772820/	US 5803811/	Active
and Clutch Plate		12/24/1996	09/08/1998	
Torque Overload Clutch	Canada	2204349/	CA 2204349/	Active
and Clutch Plate		05/02/1997	06/24/1998	
Automatic Uncocking Shaft Sensing Coupler	US	582243/ 01/03/1996	US 5632568/ 05/27/1997	Active
Automatic Uncocking Shaft Sensing Coupler	US	784878/ 01/16/1997	US 5779385/ 07/14/1998	Active
Automatic Uncocking	Canada	2173922/	CA 2173922/	Active
Shaft Sensing Coupler		04/11/1996	07/04/1997	
Automatic Uncocking	Canada	2214179/	CA 2214179/	Active
Shaft Sensing Coupler		08/28/1997	07/16/1998	
Double Cardan Universal Joint Ball And Socket Seal	US	548222/ 10/25/1995	US 5688065/ 11/18/1997	Active
Double Cardan Universal Joint Ball And Socket Seal	Canada	2175642/ 05/02/1996	CA 2175642/ 04/26/1997	Active
Torque Overload Free	US	846202/	US 5807179/	Active
Motion Devices		04/28/1997	09/15/1998	
Torque Overload Clutch	US	395341/	US 5681222/	Active
Coupler For A Torque Transmitting Driveline		02/28/1995	10/28/1997	
Torque Overload Free	Canada	2149486/	CA 2149486/ 08/29/1996	Active
Motion Devices		05/16/1995	08/29/1990	l

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TITLE	COUNTRY	APPL. NO./ APPL. DATE	PAT. NO. /PUBL NO./ ISSUE DATE	STATUS
Shear Element Type	US	287740/	US 5531307/	Active
Clutch		08/09/1994	07/02/1996	
Shear Element Type	Canada	2154855/	CA 2154855/	Active
Clutch	ļ	07/27/1995	07/27/1995	1
Cone Style Universal	US	805338/	US 5326322/	Expired 2002
Joint		12/09/1991	07/05/1994	
Cone Style Universal	Canada	2062130/	CA 2062130/	Active
Joint		03/02/1992	06/10/1993	
Universal Joint With	Canada	536885/	CA 1304589/	Active
Improved Lubrication		05/12/1987	07/07/1992	
		2050424	119 4066400/	
Ball Retainer	US	385942/ 07/25/1989	US 4966488/	Active
Ball Retainer	Canada	556011/	10/30/1990 CA 1298097/	Active
		01/07/1988	03/31/1992	
Shear Joint For Yoke	US	941496/	US 4758109/	Active
		12/15/1986	07/19/1988	
Shear Joint For Yoke	Canada	554220/	CA 1273213/	Active
		12/14/1987	08/28/1990	
Centering Apparatus For	US	797790/	US 4650439/	Active
Constant Velocity Universal Joint		11/14/1985	03/17/1987	
Universal Joint With	US	887484/	US 4781662/	Active
Improved Lubrication		07/21/1986	11/01/1988	
Shield For Universal	US	722341/	US 4610559/	Active
Joint		04/12/1985	09/09/1986	
Universal Joint Guard	US	722340/	US 4605332/	Active
		04/12/1985	08/12/1986	

## PATENT APPLICATIONS

None.

# PATENT REEL: 013821 FRAME: 0243

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