

Continuation
Item 4

SCHEDULE I
to
BORROWER PATENT SECURITY AGREEMENT

PATENTS

| | TITLE | COUNTRY | APPL. NO./ APPL. DATE | PAT. NO. /PUBL NO./ ISSUE DATE | STATUS |
|----|--|---------|---------------------------|--------------------------------------|-----------------------|
| 1) | Detent Torque Overload Clutch | US | 687667/ 10/13/2000 | US 6447397/ 09/10/2002 | Active |
| | Radial Detent Torque Overload Clutch | Europe | 2001200242/ 01/23/2001 | EP 1197671/ 04/17/2002 | Published Application |
| 2) | 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 |
| 7 | Torque Overload Clutch Coupler For A Torque Transmitting Driveline | US | 395341/ 02/28/1995 | US 5681222/ 10/28/1997 | Active |
| | Torque Overload Free Motion Devices | Canada | 2149486/ 05/16/1995 | CA 2149486/ 08/29/1996 | Active |

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| 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 |
| | | | | | |
| 11 | 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.

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.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 4, 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 "Credit Agreement"), 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A 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. BORROWER SECURITY AGREEMENT. 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.

By: 

Name:

James T. Hawkins

Title:

President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

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: _____

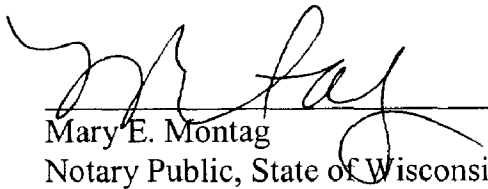
Name: James C. Higgins

Title: Duly Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

On February 4, 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.



Mary E. Montag
Notary Public, State of Wisconsin

[SEAL]

My commission expires September 11, 2005.

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PATENT APPLICATIONS

None.