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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

102413847

1. Name of conveying party(ies): 4-7-03
Midas International Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank One, NA, as agent
Internal Address: _____
Street Address: 120 S. LaSalle
City: Chicago State: IL ZIP: 60603
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment for Security
Execution Date: March 27, 2003

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) | B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laura Konrath
Internal Address: Winston & Strawn
33rd Floor
Street Address: 35 W. Wacker Dr.
City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: **3**
7. Total fee (37 CFR 3.41).....\$ 120
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

04/09/2003 ECDUPER 00000048 4494398
01 FC:8021 120.00 DP

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.
LAURA L KONRATH
Name of Person Signing | *Laura L Konrath*
Signature | _____
Date

Total number of pages including cover sheet, attachments, and document: **3**

Continuation
Item 4

PATENT SECURITY ASSIGNMENT SCHEDULE

Midas International Corporation

PATENTS	COUNTRY	PATENT #	ISSUE DATE	STATUS	OWNER/ASSIGNEE
TUBING EXPANDER APPARATUS	USA	4,494,398	1/22/85	EXPIRED 2/14/03	Midas International Corporation
VEHICULAR MUFFLER WITH HEAT SHIELD	USA	5,281,778	1/25/94	MAINTENANCE FEES CURRENT	Midas International Corporation
HIGH PERFORMANCE MUFFLER	USA	6,364,054	4/2/02	MAINTENANCE FEES CURRENT	Midas International Corporation

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, Midas International Corporation, a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the letter patents, design and utility patents listed on the annexed Schedule "A", which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Loan and Security Agreement, dated March 27, 2003 (as amended, restated or modified from time to time, the "Loan and Security Agreement" capitalized terms used herein and not defined herein shall have their meanings as set forth in the Loan and Security Agreement), with Bank One, NA., as the arranger and administrative agent for certain lenders (the "Lenders") under the Loan and Security Agreement (in such capacity, the "Assignee");

WHEREAS, pursuant to the Loan and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of Assignee and each of the Lenders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired letter patents, design and utility patents and the applications and registrations thereof, including without limitation the Patents and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Collateral"), in order to secure the prompt repayment of the Obligations and the Guaranteed Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents.

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 (i) to the Assignee for the benefit of the Revolving Lenders, a continuing first priority security interest in the Collateral in order to secure the prompt repayment of the Revolver Obligations, the Guaranteed Revolver Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents, and (ii) to the Assignee for the benefit of the Term Loan Lenders, a continuing second priority security interest in the Collateral in order to secure the prompt repayment of the Term Loan Obligations, the Guaranteed Term Loan Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents.

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 Loan and 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 as of March 27, 2003.

MIDAS INTERNATIONAL CORPORATION

By: [Signature]
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois

ss.:

COUNTY OF Cook

On this 27th day of March 2003, before me, the undersigned, personally appeared William M. Guzik, 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.

[Signature]

[NOTARY SEAL]
"OFFICIAL SEAL"
SHARON MOY
Notary Public, State of Illinois
My Commission Expires 6/12/04
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