

07-01-2003

OMB No. 0651-0027 (exp. 5/31/2002)



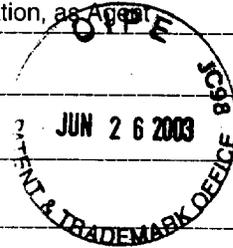
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Breeze-Torca Products, LLC
Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies)
Name: Antares Capital Corporation, as Agent
Internal Address: Suite 6400
Street Address: 311 South Wacker Drive
City: Chicago State: IL Zip: 60606



3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 05/16/2003

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) 09/886,793; 10/185,169; 60/452,404
Additional numbers attached? Yes

B. Patent No.(s) 4,261,600
Additional name(s) & address(es) attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Johnson
Internal Address: Katten Muchin Zavis Rosenman Suite 1600
Street Address: 525 West Monroe Street
City: Chicago State: IL Zip: 60661

6. Total number of applications and patents involved: 17
7. Total fee (37 CFR 3.41).....\$ 680.00
[] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:

06/30/2003 BYRME 00000114 09006793

DO NOT USE THIS SPACE

01 FC: 0081 Signature. 680.00 UP

Penelope Johnson
Name of Person Signing

Penelope Johnson
Signature

06/20/2003
Date

Total number of pages including cover sheet, attachments, and documents: 8

U.S. Patent Registrations

(Continuation of #4B.)

4,312,526
4,623,164
4,629,226
4,660,862
4,813,720
5,310,158
5,588,680
5,632,513
6,089,624
6,199,921
6,269,524
6,519,815(CIP)
6,435,565

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 16, 2003, is between **BREEZE-TORCA PRODUCTS, LLC**, a Delaware limited liability company (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Patents, Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Breeze Industrial Products Corporation, a Delaware corporation ("Borrower") has entered into that certain Credit Agreement dated as of July 10, 2001 (as the same may be and has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a direct subsidiary of Borrower and as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed

therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing;

(2) each Patent license including, without limitation, the Patent licenses listed on **Schedule 1** annexed hereto; and

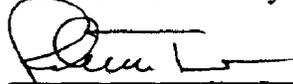
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

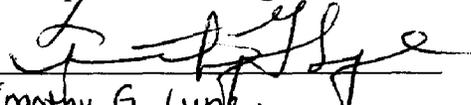
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

BREEZE-TORCA PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Robert Turno
Its: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Its: Director

SCHEDULE I

US PATENT REGISTRATIONS; FOREIGN PATENT REGISTRATIONS; US PATENT APPLICATIONS; FOREIGN PATENT APPLICATIONS

Description	Patent No.	Country	Issued	Status
Pipe Coupling for Lap Joints	4,261,600	US	04/14/1981	Expired
	1,127,682	Canada	07/13/1982	Expired
Pipe Coupling with Open Sleeve (TorcTite)	4,312,526	US	01/26/1982	Expired
	541,564	Australia	01/10/1985	Expired
	1,128,093	Canada	07/20/1982	Expired
	0 027 140	EPC	05/09/1984	Expired
	1,548,918	Japan	07/01/1989	Expired
Band Clamp for Axle Assembly and the Like (Stabilizer Bar Clamp)	4,623,164	US	11/18/1986	Expired
Pipe Lap Joint with Collapsible Sealing Zone and Band Clamp (AccuSeal with SealSlot)	4,629,226	US	12/16/1986	In Force
	592,788	Australia	05/18/1989	In Force
	1,270,016	Canada	06/12/1990	In Force
	0 222 784	EPO	01/16/1991	In Force
	1,934,928	Japan	05/26/1995	In Force
	83,869	S. Korea	04/10/1995	In Force
	296,593	Spain	03/29/1988	In Force
Pipe Lap Joint with Improved Pull-Apart Strength	4,660,862	US	04/28/1987	Expired
	1,270,277	Canada	06/12/1990	Expired
	225,335	EPO	01/16/1991	Expired
	584,190	Australia	05/18/1989	Expired
	296,593	Spain	12/0/1987	Expired
	62-502418	Japan	09/17/1987	Expired
Band Clamp with Improved Clamping Arrangement (EasySeal and TorcTite Aftermarket)	4,813,720	US	03/21/1989	In Force
	1,298,861	Canada	04/14/1992	In Force
	0 293 430	EPO	09/23/1992	Expired
	8783327	Australia	06/16/1988	Unknown
	2,005,697	Spain	03/16/1989	Expired
Hanger Clamp Assembly (Saturn Muffler Strap)	5,310,158	US	05/10/1994	Expired
Pipe Lap Joint with Improved Collapsible Sealing Zone (AccuSeal with SealSlot)	5,588,680	US	12/31/1996	In Force
	2,181,812	Canada	06/27/1996	In Force
	EP 0 756 684	EPO	06/13/2001	In Force

	8-519956	Japan	Filed 08/13/1996	Pending
	192,274	Mexico	06/08/1999	In Force
	341298	S. Korea	Filed 08/17/1996	Pending
Lap Joint Between Flex Hose and Rigid Pipe	5,632,513	US	05/27/1997	In Force
	9,474,763	Australia	08/08/1995	Expired
	193,564	Mexico	01/05/1995	In Force
Pipe Lap Joint with Improved Collapsible Slot (AccuSeal with SealSlot)	6,089,624	US	06/18/2000	In Force
Pipe Lap Joint with Bridged Slot (AccuSeal with Alt Slot design)	6,199,921	US	03/13/2001	In Force
Band Clamp (DuraSeal, Improved TorcTite, Small Diameter, Silicone Hose Clamp)	6,269,524	US	08/07/2001	In Force
	1203181	EPO	05/08/2002	In Force
	503453/2001	Japan	Filed 12/10/2001	Pending
	2001 -012734	Mexico	Filed 12/10/2001	Pending
	2001/7015945	S. Korea	Filed 12/11/2001	Pending
	2376430	Canada	Filed 12/14/1999	Pending
Band Clamp (CIP of 6,269,524)	6519815(CIP)	US	02/18/2003	In Force
Pipe Coupler (Coupler)	09/886,793	US	Filed 6/21/2001	Pending Pending
	02/19396	PCT	Filed 6/18/2002	Pending
Clamp for Closely Spaced Pipes (H-D Figure 8)	6,435,565	US	08/20/2002	In Force
Clamp for Joining Tubular Bodies	10/185,169	US	Filed 6/27/2002	Pending
	PCT/US02/20580	PCT	Filed 6/27/2002	Pending
Band Clamp for Pipes	60/452,404	US	Filed 3/6/2003	Pending
Coupling for Misaligned Pipes				unfiled
Method and Apparatus for Connecting a First Exhaust Pipe to a Second Exhaust Pipe				unfiled
Silicone Hose Clamp				unfiled
Light Duty Clamp				unfiled

LICENSE AGREEMENTS

<u>Licensors</u>	<u>Licensee</u>	<u>Title</u>	<u>Effective Date</u>
Breeze-Torca Products, LLC	Torca Products, Inc.	Exclusive License Agreement	5/1/80
		Amendment to Exclusive License Agreement	1/1/84
		Second Amendment to Exclusive License Agreement	1/1/97
		Third Amendment to Exclusive License	6/11/99
Breeze-Torca Products, LLC	Torca Great Britain Limited	License Agreement	10/1/99