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10-23-2003
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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks
Send original documents or copy thereof.

1. Name of conveying party(ies):
SEC ACQUISITION CO.
Additional name(s) of conveying party(ies) attached? Yes 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
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 10/15/2003

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) n.a.
B. Patent No.(s) 4,364,441
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41).....\$ 40.00
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9. Signature.
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Penelope S. Johnson
Name of Person Signing
Penelope S. Johnson
Signature
10/21/2003
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

PATENT
REEL: 014609 FRAME: 0303

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 15, 2003, is between SEC ACQUISITION CO., a Delaware corporation (the "Grantor") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Patents owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Pengo Corporation, a Delaware corporation ("Pengo"), Attachment Technologies, Inc., a Delaware corporation ("ATI"; Pengo and ATI are referred to together as the "Borrowers"), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Documentation Agent party thereto, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders; and

C. As a subsidiary of ATI, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Grantee 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, 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";

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 owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Patents and referred to in Schedule A 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 of which Grantor is the licensee; 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 Intellectual Property Applications and Intellectual Property Registrations relating to Patents and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to the Intellectual Property Applications referred to in Schedule A 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.

SEC ACQUISITION CO.,
a Delaware corporation

By: Steven A. Hoeger
Name: Steven A. Hoeger
Title: CFO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation

By: D. Swanson
Name: DAVID W. SWANSON
Director

SCHEDULE A

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Hole Cleaning Device	4,364,441	12/21/1982

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
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M2:20574637.02

Schedule A to the SEC Patent Security Agreement

RECORDED: 10/21/2003

PATENT
REEL: 014609 FRAME: 0307