

04-09-2004

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

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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):

BOSTROM SEATING, INC.

4-6-04

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE FIRST BOSTON, as the  
Administrative Agent and First Lien Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: March 16, 2004

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)

60/363,692      10/374,952

B. Patent No.(s)

5,567,010

Additional number(s) attached  Yes  No

OPT/FINANCE  
APR -6 AM 6:55

5. Name and address of party to whom correspondence

concerning document should be mailed:

Name: Ms. Patricia A. Conner

Internal Address: c/o Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

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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.

Patricia A. Conner  
Name of Person Signing

*Patricia A. Conner*  
Signature

April 6, 2004  
Date

Total number of pages including cover sheet, attachment, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 015177 FRAME: 0391

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, TRANSPORTATION TECHNOLOGIES INDUSTRIES, INC.**, a Delaware corporation (the "**Company**"), and each of **THE UNDERSIGNED DIRECT AND INDIRECT SUBSIDIARIES** of the Company (each of such undersigned subsidiaries the Company being a "**Grantor**" and collectively, the "**Grantors**"; provided that, "Grantors" shall include any Additional Grantors (as hereinafter defined)), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patents (as defined below); and

**WHEREAS**, the Company has entered into a Credit Agreement dated as of March 16, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston ("**CSFB**"), as the Administrative Agent and First Lien Collateral Agent pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Company, the First Lien Collateral Agent and the other grantors named therein, each Grantor has agreed to create in favor of the First Lien Collateral Agent a secured and protected interest in, and the First Lien Collateral Agent has agreed to become a secured creditor with respect to, the Patents (as defined below):

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby grants to the First Lien Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to Patents set forth on Schedule A attached hereto, in each case whether now owned or hereafter existing or hereafter acquired or arising and wherever located (the "**Patent Collateral**").

Notwithstanding anything herein to the contrary, the Patent Collateral shall not include, and each Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Patent Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.


Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Patent Collateral 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. In the event that any

provisions of this grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Upon satisfaction of the debt which is the basis for this grant, the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Patents acquired under this grant.

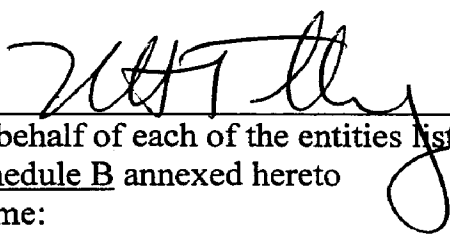
Unless otherwise defined herein, in the context otherwise required, terms used in this Grant of Patent Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16<sup>th</sup> day of March, 2004.

**TRANSPORTATION TECHNOLOGIES  
INDUSTRIES, INC.**

By:   
Name:  
Title:

**Each of the entities listed on Schedule B annexed  
hereto**

By:   
on behalf of each of the entities listed on  
Schedule B annexed hereto  
Name:  
Title:

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

**U.S. Patents Issued:**

| <u>Patent No.</u> | <u>Issue Date</u> | <u>Invention</u>                                   | <u>Inventor</u>       |
|-------------------|-------------------|--|-----------------------|
| 60/363,692        | 3/11/02           | Vehicle Seat Frame and Belt Assembly               | Bostrom Seating, Inc. |
| 10/374,952        | 2/25/03           | Vehicle Seat Frame and Belt Assembly               | Bostrom Seating, Inc. |
| 5,567,010         | 8/29/94           | Adjustable Lumbar Support                          | Bostrom Seating Inc.  |
| 5,890,567         | 1/12/98           | Brake Drum Mounting                                | Gunite Corporation    |
| 5,858,127         | 6/12/97           | Metal Alloys and Brake Drums Made from Such Alloys | Gunite Corporation    |
| 10/624,164        | 7/21/03           | Outboard ribbed wheel hub                          | Gunite Corporation    |
| 6,612,657         | 9/2/03            | Outboard ribbed wheel hub                          | Gunite Corporation    |

**SCHEDULE B TO  
GRANT OF PATENT SECURITY INTEREST**

| <b><u>Name</u></b>        | <b><u>Notice Address for each Subsidiary Grantor</u></b> |
|---------------------------|--|
| Gunite Corporation        | 302 Peoples Avenue<br>Rockford, Illinois 61104           |
| Bostrom Seating, Inc.     | 50 Nance Creek Blvd.<br>Piedmont, AL 36272               |
| Brillion Iron Works, Inc. | 200 Park Avenue<br>Brillion, Wisconsin 54110             |

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**RECORDED: 04/06/2004**

**PATENT  
REEL: 015177 FRAME: 0396**