

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Altra Industrial Motion, Inc.	11/30/2004
Warner Electric LLC	11/30/2004
Kilian Manufacturing Corporation	11/30/2004
Warner Electric Technology LLC	11/30/2004
Formsprag LLC	11/30/2004
Boston Gear LLC	11/30/2004
Nuttall Gear LLC	11/30/2004
the Kilian Company	11/30/2004
Warner Electric International Holding, Inc.	11/30/2004
American Enterprises MPT Corp.	11/30/2004
Ameridrives International, L.P.	11/30/2004
American Enterprises MPT Holdings, L.P.	11/30/2004

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 90

Property Type	Number
Patent Number:	4330054
Patent Number:	4344056
Patent Number:	4373358
Patent Number:	4418811
Patent Number:	4445606

PATENT

REEL: 015409 FRAME: 0091

CH \$3600.00 4330054

Patent Number:	4493407
Patent Number:	4476965
Patent Number:	4496922
Patent Number:	4509091
Patent Number:	4567975
Patent Number:	4756395
Patent Number:	4621720
Patent Number:	4685202
Patent Number:	4757887
Patent Number:	4718529
Patent Number:	RE33140
Patent Number:	4749073
Patent Number:	4777463
Patent Number:	4818840
Patent Number:	4828091
Patent Number:	4949828
Patent Number:	4891619
Patent Number:	4951797
Patent Number:	4891077
Patent Number:	5007511
Patent Number:	4974705
Patent Number:	5159522
Patent Number:	5036964
Patent Number:	5104461
Patent Number:	5096036
Patent Number:	5033595
Patent Number:	5091619
Patent Number:	5100311
Patent Number:	5250921
Patent Number:	5052534
Patent Number:	5070976
Patent Number:	5094332
Patent Number:	5123972
Patent Number:	5119915
Patent Number:	5119918

Patent Number:	5209414
Patent Number:	5150779
Patent Number:	5125255
Patent Number:	5280829
Patent Number:	5310034
Patent Number:	5337869
Patent Number:	5285882
Patent Number:	5372228
Patent Number:	5305865
Patent Number:	5335760
Patent Number:	5445259
Patent Number:	5370209
Patent Number:	5497136
Patent Number:	5908092
Patent Number:	5545103
Patent Number:	5511637
Patent Number:	5549186
Patent Number:	5600294
Patent Number:	5708955
Patent Number:	5642797
Patent Number:	5865284
Patent Number:	5862902
Patent Number:	5920981
Patent Number:	5870818
Patent Number:	5960917
Patent Number:	6000512
Patent Number:	6109409
Patent Number:	6194803
Patent Number:	6029782
Patent Number:	5971121
Patent Number:	6129194
Patent Number:	6098775
Patent Number:	6059084
Patent Number:	6315088
Patent Number:	6364084

Patent Number:	6257388
Patent Number:	6591477
Patent Number:	4210890
Patent Number:	4222614
Patent Number:	4291795
Patent Number:	4373620
Patent Number:	4878570
Patent Number:	5535622
Patent Number:	5735375
Patent Number:	5988328
Patent Number:	4964043
Patent Number:	5423232
Patent Number:	5546824
Application Number:	09684117
Application Number:	60561883

CORRESPONDENCE DATA

Fax Number: (703)760-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703)760-7762
 Email: kspivak@mofo.com
 Correspondent Name: Kevin R. Spivak
 Address Line 1: 1650 Tysons Boulevard
 Address Line 2: Suite 300
 Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Kevin R. Spivak
--------------------	-----------------

Total Attachments: 12

source=Warner Patent Security Agreement#page1.tif
 source=Warner Patent Security Agreement#page2.tif
 source=Warner Patent Security Agreement#page3.tif
 source=Warner Patent Security Agreement#page4.tif
 source=Warner Patent Security Agreement#page5.tif
 source=Warner Patent Security Agreement#page6.tif
 source=Warner Patent Security Agreement#page7.tif
 source=Warner Patent Security Agreement#page8.tif
 source=Warner Patent Security Agreement#page9.tif
 source=Warner Patent Security Agreement#page10.tif
 source=Warner Patent Security Agreement#page11.tif
 source=Warner Patent Security Agreement#page12.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 30th day of November, 2004, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of November 30, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Altra Industrial Motion, Inc., a Delaware corporation ("Parent"), each of its Subsidiaries identified on the signature pages thereof (Parent and such Subsidiaries, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 30, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such 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 rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, the foregoing; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent.
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender

Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any patentable inventions or applications therefor which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

ALTRA INDUSTRIAL MOTION, INC.,

a Delaware corporation, as a Grantor,

WARNER ELECTRIC LLC,

a Delaware limited liability company, as a Grantor,

KILIAN MANUFACTURING CORPORATION,

a Delaware corporation, as a Grantor,

WARNER ELECTRIC TECHNOLOGY LLC,

a Delaware limited liability company, as a Grantor,

FORMSPRAG LLC,

a Delaware limited liability company, as a Grantor,

BOSTON GEAR LLC,

a Delaware limited liability company, as a Grantor,

NUTTALL GEAR L L C,

a Delaware limited liability company, as a Grantor,

THE KILIAN COMPANY,

a Delaware corporation, as a Grantor,

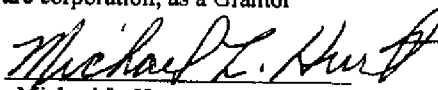
WARNER ELECTRIC INTERNATIONAL HOLDING, INC.,

a Delaware corporation, as a Grantor,

AMERICAN ENTERPRISES MPT CORP.,

a Delaware corporation, as a Grantor

By:



Name: Michael L. Hurt

Title: Chief Executive Officer

[SIGNATURE PAGE OF PATENT SECURITY AGREEMENT]

AMERIDRIVES INTERNATIONAL, L.P., a
Delaware limited partnership, as a Grantor

By: American Enterprises MPT Corp., its
general partner

By: Michael L. Hurt
Name: Michael L. Hurt
Title: Chief Executive Officer

**AMERICAN ENTERPRISES MPT
HOLDINGS, L.P.**, a Delaware limited
partnership, as a Grantor

By: Altra Industrial Motion, Inc., its general
partner

By: Michael L. Hurt
Name: Michael L. Hurt
Title: Chief Executive Officer

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE OF PATENT SECURITY AGREEMENT]

AMERIDRIVES INTERNATIONAL, L.P., a
Delaware limited partnership, as a Grantor

By: American Enterprises MPT Corp., its
general partner

By: _____
Name: Michael L. Hurt
Title: Chief Executive Officer

**AMERICAN ENTERPRISES MPT
HOLDINGS, L.P.**, a Delaware limited
partnership, as a Grantor

By: Altra Industrial Motion, Inc., its general
partner

By: _____
Name: Michael L. Hurt
Title: Chief Executive Officer

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE OF PATENT SECURITY AGREEMENT]

SCHEDULE I**PATENTS**

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Amplifying Clutch With Radially Contractible Shoe	4,330,054	5/18/1982
Warner Electric Technology LLC	USA	Electromagnet With Replaceable Friction Face	4,344,056	8/10/1982
Warner Electric Technology LLC	USA	Torque Limiting Mechanism	4,373,358	2/15/1983
Warner Electric Technology LLC	USA	Clutch With Fail-Safe Helical Spring	4,418,811	12/6/1983
Warner Electric Technology LLC	USA	Armature Assembly For Electromagnetic Coupling	4,445,606	5/1/1984
Warner Electric Technology LLC	USA	Newflex Ii	4,493,407	1/15/1985
Warner Electric Technology LLC	USA	Electromagnetic Brake With Cam Release	4,476,965	10/16/1984
Warner Electric Technology LLC	USA	Electrically Released Brake/Modular Er Brake	4,496,922	1/29/1985
Warner Electric Technology LLC	USA	Soft Engagement Control For Electro-Magnetic Clutch	4,509,091	4/2/1985
Warner Electric Technology LLC	USA	Engagement Noise Allevia-Tion For Magnetic Clutches by Asymmetrical Slotsandbridges	4,567,975	2/4/1986
Warner Electric Technology LLC	USA	Overrunning Clutch With Controlled Sprag Action	4,756,395	7/12/1988
Warner Electric Technology LLC	USA	Dual Start Drive System	4,621,720	11/11/1986
Warner Electric Technology LLC	USA	Method Of Forming A Coupling Disc For An Electromagnetic Coupling	4,685,202	8/11/1987
Warner Electric Technology LLC	USA	Split Thrust/Retainer Ring For Overrunning Clutch	4,757,887	7/19/1988

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Friction Face For A Magnetic Coupling	4,718,529	1/12/1988
Warner Electric Technology LLC	USA	Soft Engagement Control For Electro-Magnetic Clutch	RE33,140	1/2/1990
Warner Electric Technology LLC	USA	Soft-Start Electromagnetic Coupling	4,749,073	6/7/1988
Warner Electric Technology LLC	USA	Magnetic Fixture Assembly	4,777,463	10/11/1988
Warner Electric Technology LLC	USA	Laser Slotting With Perimeter Cut	4,818,840	4/4/1989
Warner Electric Technology LLC	USA	Ford Aerostar Transfer Case Clutch	4,828,091	5/9/1989
Warner Electric Technology LLC	USA	Apparatus And Method For Sensing Clutch Slippage	4,949,828	8/21/1990
Warner Electric Technology LLC	USA	Laser Slotting With Perimeter Cut	4,891,619	1/2/1990
Warner Electric Technology LLC	USA	Electromagnetic Coupling Disc And Method Of Making The Disc	4,951,797	8/28/1990
Warner Electric Technology LLC	USA	Laser Gouging/De-Focused Slotting	4,891,077	1/2/1990
Warner Electric Technology LLC	USA	Improved Bi-Directional Back Stopping Clutch	5,007,511	4/15/1991
Warner Electric Technology LLC	USA	Electromagnetic Friction Brakewith Improved Mounting Pins	4,974,705	12/4/1990
Warner Electric Technology LLC	USA	Electric Clutch Actuator	5,159,522	10/27/1992
Warner Electric Technology LLC	USA	Unidamp Armature	5,036,964	8/6/1991
Warner Electric Technology LLC	USA	Titanium Nitride Coated Insert/Form-Lock	5,104,461	4/14/1992
Warner Electric Technology LLC	USA	Electromagnetic Coupling Discs and Method Of Making The Same	5,096,036	3/17/1992
Warner Electric Technology LLC	USA	Clutch/Brake Unit	5,033,595	7/23/1991

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Apparatus For Resistance Bonding Electromagnetic Coils	5,091,619	2/25/1992
Warner Electric Technology LLC	USA	Coil Locator For Mold Encapsulation	5,100,311	3/31/1992
Warner Electric Technology LLC	USA	Field Assembly For An Electromagnet	5,250,921	10/5/1993
Warner Electric Technology LLC	USA	Electromagnetic Synchronizing And Shifting Clutch - Ess	5,052,534	10/1/1991
Warner Electric Technology LLC	USA	Low Cost Sprag Retainer	5,070,976	12/10/1991
Warner Electric Technology LLC	USA	Digital Control System For Electromagnetic Clutch	5,094,332	3/10/1992
Warner Electric Technology LLC	USA	Titanium Nitride Coated Insert/Form-Lock	5,123,972	6/23/1992
Warner Electric Technology LLC	USA	Electromagnetic Coupling Armature Assembly With Flux Isolator Springs	5,119,915	6/9/1992
Warner Electric Technology LLC	USA	Electromagnetic Clutch With Permanent Magnet Brake	5,119,918	6/9/1992
Warner Electric Technology LLC	USA	Apparatus For Precisely Winding A Coil Of Wire	5,209,414	5/11/1993
Warner Electric Technology LLC	USA	Armature Assembly For An Electromagnetic Coupling	5,150,779	9/29/1992
Warner Electric Technology LLC	USA	Method Of Making An Electromagnetic Coupling Disc	5,125,255	6/30/1992
Warner Electric Technology LLC	USA	Split Tube Having Retainable Ends	5,280,829	1/25/1994
Warner Electric Technology LLC	USA	Supporting Hub For Clutch And Pump Assembly	5,310,034	5/10/1994
Warner Electric Technology LLC	USA	Sprag Retainer With Rotational Restraint	5,337,869	8/16/1994

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Clutch With Spacer For Supporting A Bearing	5,285,882	2/15/1994
Warner Electric Technology LLC	USA	Sound-Damping Armature Assembly For An Electromagnetic Coupling	5,372,228	12/13/1994
Warner Electric Technology LLC	USA	Rotor For Electromagnetic Coupling	5,305,865	4/26/1994
Warner Electric Technology LLC	USA	Magnetic Flux Breaker For A Solenoid In A Wrap Spring Clutch	5,335,760	8/9/1994
Warner Electric Technology LLC	USA	Brazed Rotor	5,445,259	8/29/1995
Warner Electric Technology LLC	USA	Unidrive Armature Hub	5,370,209	12/6/1994
Warner Electric Technology LLC	USA	Locating Ring For Encapulating A Coil	5,497,136	3/5/1996
Warner Electric Technology LLC	USA	Fluid Operated Brake Device (Mistral Brake)	5,908,092	6/1/1999
Warner Electric Technology LLC	USA	Vehicle Transfer Case With Dual Electrically Actuated Magnetic Clutches	5,545,103	8/13/1996
Warner Electric Technology LLC	USA	Magnum Safety Device	5,511,637	4/30/1996
Warner Electric Technology LLC	USA	Clutch Brake Assembly	5,549,186	8/27/1996
Warner Electric Technology LLC	USA	Interlocking Bobbin And Cap For Electromagnetic Coil Assembly	5,600,294	2/4/1997
Warner Electric Technology LLC	USA	Method Of Manufacturing A Component For An Electromagnetic Friction Clutchassembly	5,708,955	1/13/1998
Warner Electric Technology LLC	USA	Molded Plastic Rotor Assembly For Electromagnetic Friction Clutch	5,642,797	7/1/1997

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Formlock Shoes With Flats	5,865,284	2/2/1999
Warner Electric Technology LLC	USA	Combined Coil Housing And Shaft Bearing For An Electromagnetic Friction Clutchassembly	5,862,902	1/26/1999
Warner Electric Technology LLC	USA	Method Of Manufacturing A Rotor For An Electromagnetic Clutch Assembly	5,920,981	7/13/1999
Warner Electric Technology LLC	USA	Pole Piece For Electromagnetic Friction Clutch	5,870,818	2/16/1999
Warner Electric Technology LLC	USA	Grouped Sprags	5,960,917	10/5/1999
Warner Electric Technology LLC	USA	Overrunning Clutch With Spring Energized Cage Centering Device	6,000,512	12/14/1999
Warner Electric Technology LLC	USA	Sprag Family	6,109,409	08/29/2000
Warner Electric Technology LLC	USA	Sound Damping Armature Ass'y For An Em Coupling	6,194,803	2/27/2001
Warner Electric Technology LLC	USA	Multiple Actuator Brake	6,029,782	2/29/2000
Warner Electric Technology LLC	USA	Mag Stop Clutch With Center Pole	5,971,121	10/26/1999
Warner Electric Technology LLC	USA	Em Coupling Armature Ass'y W Counterweight	6,129,194	10/10/2000
Warner Electric Technology LLC	USA	Spud Locking Assembly For An Air-Actuated Clutch/Brake	6,098,775	8/8/2000
Warner Electric Technology LLC	USA	Sprag Clutch Assembly	6,059,084	5/9/2000
Warner Electric Technology LLC	USA	Spring-Set Electromagnetically Released Brake	6,315,088	11/13/2002

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Armature For A Selectively Engageable And Disengageable Coupling	6,364,084	4/2/2002
Warner Electric Technology LLC	USA	Anti-Slip Insert	6,257,388	7/10/2001
Warner Electric Technology LLC	USA	Method for Making an Armature Assembly	6,591,477	7/15/2003
Warner Electric Technology LLC	USA	Field Assembly for an Electromagnet	4,210,890	7/01/1980
Warner Electric Technology LLC	USA	Surge Control for Electrical Trailer Brakes	4,222,614	9/16/1980
Warner Electric Technology LLC	USA	Coupling Lubrication System	4,291,795	9/29/1981
Warner Electric Technology LLC	USA	Elastometric Energizer for Sprag Clutch	4,373,620	2/15/1983
Warner Electric Technology LLC	USA	Surface Hardened Sprags and Rollers	4,878,570	11/07/1989
Warner Electric Technology LLC	USA	Brake Performance Monitoring	5,535,622	7/16/1996
Warner Electric Technology LLC	USA	Nitrocarburized component for an electromagnetic friction clutch assembly	5,735,375	4/07/1998
Warner Electric Technology LLC	USA	Spring Set Centrifugally Released Brake	5,988,328	11/23/1999
Boston Gear LLC	USA	System For Visualizing, Identifying And Ordering Gearing Configurations	4,964,043	10/16/1990
Boston Gear LLC	USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,423,232	6/13/1995
Boston Gear LLC	USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,546,824	8/20/1996

Grantor	Country	Patent	Registration No.	Registration Date
Warner Electric Technology LLC	USA	Sound Damping Armature Assembly For An Electromagnetic Coupling	09/684,117 (application no.)	10/6/2000 (app date)
Boston Gear LLC	USA	Quick Connect Coupling	60/561,883 application number	4/14/2004 filing date