

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Amendment to Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Holland USA, Inc.	02/22/2005

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	09978878
Application Number:	10048291
Application Number:	10148098
Application Number:	09914890

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Daniel Angel, Esq.

Total Attachments: 5

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PATENT
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AMENDMENT TO PATENT SECURITY AGREEMENT

This AMENDMENT TO PATENT SECURITY AGREEMENT ("Amendment"), dated as of February 22, 2005, by HOLLAND USA, INC., a Michigan corporation ("Grantor") and SILVER POINT FINANCE, LLC, a Delaware limited liability company, as Agent for itself and for the Lenders ("Agent").

WITNESSETH:

WHEREAS, Grantor, Agent, *et al.* are parties to a certain Loan and Security Agreement dated as of December 22, 2003, as amended by Limited Waiver, Limited Consent and First Amendment to Loan and Security Agreement dated as of September 28, 2004, by Second Amendment to Loan and Security Agreement dated September 28, 2004, and by Third Amendment (as defined below) (as amended, the "Loan Agreement"), in connection with which Grantor made in favor of Hilco Capital LP, as predecessor in right to Agent, a Patent Security Agreement dated as of December 22, 2003 (the "Security Agreement");

WHEREAS, as an inducement to Agent to enter into a Third Amendment to Loan and Security Agreement dated on or about even date herewith, by and among Grantor, Agent, and the other parties to the Loan Agreement (such amendment the "Third Amendment"), Grantor is willing to execute and deliver to Agent, for itself and for Lenders, this Amendment to 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, 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN ADDITIONAL PATENT COLLATERAL. In addition to the security interests granted in the Loan Agreement and Security Agreement, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Additional Patent Collateral"):

- (a) all of the Patents and Patent Licenses listed on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) 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 such Patent or patent licensed under any Patent License.

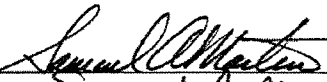
3. LOAN AGREEMENT. The security interests granted pursuant to this Amendment are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Additional Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXISTING INTERESTS REAFFIRMED. The liens and security interests granted to the Agent hereunder, in the Additional Patent Collateral, are in addition to, and in no way supersede, modify or replace, the liens and security interests granted under the Security Agreement and the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to Patent Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

HOLLAND USA, INC., as Grantor

By: 
Name: Samuel A. Martin
Title: Exec Vice President

SILVER POINT FINANCE, LLC, as Agent

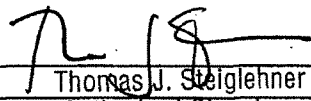
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to Patent Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

HOLLAND USA, INC., as Grantor

By: _____
Name: _____
Title: _____

SILVER POINT FINANCE, LLC, as Agent

By:  _____
Name: Thomas J. Steiglehner
Title: Authorized Signatory

SCHEDULE I
TO
AMENDMENT TO PATENT SECURITY AGREEMENT
ADDITIONAL PATENTS AND PATENT LICENSES

Issued Patents:

NAME/TITLE	COUNTRY	APP. NO.	REG. No.
Fifth Wheel Hitch Coupling Control System	Canada	2197694	2197694
Fifth Wheel Hitch Coupling Control System	Mexico	971651	211500
Stepped Lock Plunger Fifth Wheel Hitch	China	00102610.0	ZL00102610.0
Stepped Lock Plunger Fifth Wheel Hitch	Mexico	1912	217623
Stepped Lock Plunger Fifth Wheel Hitch	Taiwan	89101924	177627
Alignment Mechanism for Vehicle Suspensions	Canada	2,082,595	2,082,595
Anti-Creep Device	Mexico	99 5421	214245
Force-Sensing Fifth Wheel	U.S.	9/978,878	6,739,611
Modular Arm Training Suspension	U.S.	10/048,291	6,702,325
Trailing Arm Suspension (3)	U.S.	10/148,098	6,808,098
Trailing Arm Suspension with Anti-Creep Automatic Rest	U.S.	9/914,890	6,679,509