

09-07-2004

Form PTO-1595
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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

2. Name and address of receiving party(ies)
Name: ANTARES CAPITAL CORPORATION, AS FIRST LIEN COLLATERAL AGENT

Internal Address: Suite 4400

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

Execution Date: 08/27/2004

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

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) 6758501

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: 13

7. Total fee (37 CFR 3.41).....\$ 520.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

09/01/2004
Date

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

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

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**Patent Security Agreement
(Breeze-Torca Products, LLC)**

Schedule 1

A. Patents

No.	Title	Country	Patent / Publicati on Number	Issue Date	Appl. No.	Appl. Date	Assignee / Owner	Status
1	PIPE COUPLER (coupler)	US	6758501	07/06/04	09/886793	06/21/01	Breeze-Torca Products, LLC ("BTP")	Issued
		Canada	-----	-----	2451439	06/27/02	BTP	Pending
		Mexico	-----	-----	2003/ 012059	06/18/02	BTP	Pending
2	BAND CLAMP FOR AXLE ASSEMBLY AND THE LIKE (stabilizer bar clamp)	US	4623164	11/18/86	06/680735	12/11/84	BTP	Expired
3	PIPE LAP JOINT WITH COLLAPSIBLE SEALING ZONE AND BAND CLAMP (AccuSeal with SealSlot)	US	4629226	12/16/86	06/723910	04/16/85	BTP	Issued
4	PIPE LAP JOINT WITH IMPROVED PULL-APART STRENGTH	US	4660862	04/28/87	06/719268	04/02/85	BTP	Expired
5	BAND CLAMP WITH IMPROVED CLAMPING ARRANGEMENT (EasySeal & TorcTite Aftermarket)	US	4813720	03/12/89	07/214896	06/29/88	BTP	Issued
6	HANGER CLAMP ASSEMBLY (Saturn muffler clamp)	US	5310158	05/10/94	07/556314	07/22/90	BTP	Expired
7	PIPE LAP JOINT WITH IMPROVED COLLAPSIBLE SEALING ZONE	US	5588680	12/31/96	08/556726	12/04/95	BTP	Issued

No.	Title	Country	Patent / Publication Number	Issue Date	Appl. No.	Appl. Date	Assignee / Owner	Status
8	LAP JOINT BETWEEN FLEX HOSE AND RIGID PIPE	US	5632513	05/27/97	08/600478	02/13/96	BTP	Issued
9	PIPE LAP JOINT WITH IMPROVED COLLAPSIBLE SLOT (AccuSeal with SealSlot)	US	6089624	07/18/00	09/310613	05/12/99	BTP	Issued
10	PIPE LAP JOINT WITH BRIDGED SLOT (AccuSeal with Alt Slot design)	US	6199921	03/13/01	09/324176	06/03/99	BTP	Issued
11	BAND CLAMP (DuraSeal, Improved TorcTite, small diameter silicone hose clamp)	US	6269524	08/07/01	09/330626	06/11/99	BTP	Issued
12	BAND CLAMP (CIP of 6269524)	US	6519815	12/18/03	09/921764	08/03/01	BTP	Issued
13	CLAMP FOR CLOSELY SPACED PIPES (H-D figure 8)	US	6435565	08/20/02	09/908521	07/18/01	BTP	Issued

B. License Agreements

1. License Agreement by and between Breeze-Torca Products, LLC and Torca Products, Inc., dated May 16, 2003.
2. License Agreement by and between Breeze-Torca Products, LLC and Breeze Torca GmbH, dated December 1, 2003.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 27, 2004, is between **BREEZE-TORCA PRODUCTS, LLC**, a Delaware limited liability company (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as First Lien Collateral Agent (as such term is defined in the Credit Agreement described below, the "**Grantee**") for the benefit of the First Lien Secured Parties (as such term is defined in the Credit Agreement described below).

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, BIPC Corporation, a Delaware corporation ("**Borrower**") has entered into that certain Credit Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Borrower, Antares Capital Corporation, as Agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), as Sole Lead Arranger, as First Lien Collateral Agent, as Second Lien Collateral Agent and as a Lender, and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Subsidiary Security Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the First Lien Collateral Agent, Second Lien Collateral Agent and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of the First Lien Secured Parties 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, and all proceeds thereof, to secure the payment of the "**First Lien 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 and mortgage 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.

THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

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Patent Security Agreement
(Breeze-Torca Products, LLC)

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