

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
Newton Instrument Company	06/29/2005

RECEIVING PARTY DATA

Name:	GMAC Commercial Finance LLC
Street Address:	3000 Town Center
Internal Address:	Suite 280
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6338413
Patent Number:	6279756
Patent Number:	6179133
Patent Number:	6107576
Patent Number:	5323916
Patent Number:	5078613
Patent Number:	5008779
Patent Number:	4715502

CORRESPONDENCE DATA

Fax Number: (704)378-4890
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-378-4700
 Email: hbarnes@hunton.com
 Correspondent Name: Haywood A. Barnes, Esq.
 Address Line 1: 101 South Tryon Street

CH \$320.00 6338413

Address Line 2: Suite 3500
Address Line 4: Charlotte, NORTH CAROLINA 28280

NAME OF SUBMITTER: Ann Vandiver, Paralegal

Total Attachments: 5
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of the 29th day of June, 2005, by and between NEWTON INSTRUMENT COMPANY, a North Carolina corporation (the "Grantor"), and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Loan Agreement").

WHEREAS, the Grantor has, pursuant to the Loan Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's Intellectual Property, as collateral security for the payment and performance in full when due of the Obligations; and


WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal patents identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Patents").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Patents, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents 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.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Patent Security Agreement as an instrument as of the date first written above.

NEWTON INSTRUMENT COMPANY,
Grantor

By: 
Name: Walter L. Newton
Title: President

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,
Secured Party

By: _____
Name: Edward Hill
Title: Senior Vice President

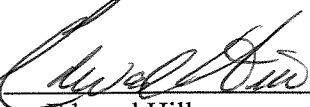
IN WITNESS WHEREOF, the Grantor has executed this Patent Security Agreement as an instrument as of the date first written above.

NEWTON INSTRUMENT COMPANY,
Grantor

By: _____
Name: Walter L. Newton
Title: President

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,
Secured Party

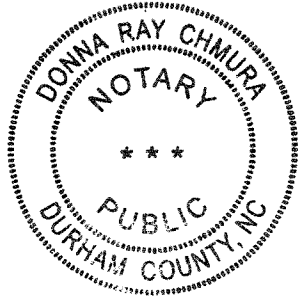
By:  _____
Name: Edward Hill
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NORTH CAROLINA)
)
COUNTY OF Durham) ss.

On this 28th day of June, 2005 before me personally appeared Walter L. Newton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEWTON INSTRUMENT COMPANY, who being by me duly sworn did depose and say that he is a manager of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}



Donna Ray Chmura
Notary Public

My Commission Expires: 4-30-10

SCHEDULE A
to
PATENT SECURITY AGREEMENT

Patent Applications

NONE

Patents

Patent	Registration #	Registration Date
Mass customization telecommunications equipment rack	6,338,413	1/15/02
Telecommunications equipment rack having improved structural strength	6,279,756	8/28/01
Seismic rack with extension subassembly	6,179,133	1/30/01
Hinged top lid for cable channel	6,107,576	8/22/00
Unequal flange-type telephone equipment rack adapted for universal application	5,323,916	6/28/94
System for grounding telecommunications cable rack assembly and the like	5,078,613	1/7/92
Shelf assembly having infinitely vertically adjustable top surface	5,008,779	4/16/91
Telephone equipment rack	4,715,502	12/29/87