

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Universal Tool and Stamping Company, Inc.	06/28/2005

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5865424
Patent Number:	5664762
Patent Number:	5356117
Patent Number:	5325743
Patent Number:	5135201
Patent Number:	5085406
Patent Number:	4986802
Patent Number:	4802653

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

PATENT

500044073

REEL: 016369 FRAME: 0273

OP \$320.00 5865424

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
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Total Attachments: 5
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 28 2005, by UNIVERSAL TOOL AND STAMPING COMPANY, INC., an Indiana corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY and its successors and assigns in its capacity as collateral agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 3, 2005 by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, pursuant to the Security Agreement dated May 3, 2005, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Patents, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Patents" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to: (i) any and all U.S. patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (v) all rights to sue for past, present, and future infringements thereof.

(c) "Secured Parties" means the Agents, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest, subject to Permitted Liens, 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 "Patent Collateral"):

(a) all of its Patents and Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) 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 any Patent licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Notwithstanding anything to the contrary contained herein, the security interests granted pursuant to this Patent Security Agreement does not include any Excluded Property, as defined in the Security Agreement. 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.

[signature page follows]

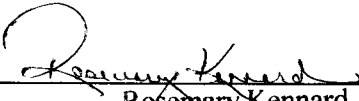
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNIVERSAL TOOL AND STAMPING COMPANY,
INC.

By: _____
Name: _____
Title: _____

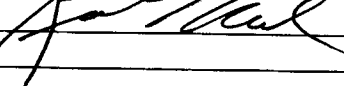
ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY
as Collateral Agent

By:  _____
Name: Rosemary Kennard
Title: Assistant Vice President

IN WITNESS WHEREOF, 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.

UNIVERSAL TOOL AND STAMPING COMPANY,
INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY
as Collateral Agent

By: _____
Name: _____
Title: _____

UNIVERSAL TOOL AND STAMPING COMPANY, INC.

U.S. PATENTS

Title	Patent No.	Issue Date	Expiration Date	Patent Assignee
Scissors jack gear tooth disengagement prevention system	5,865,424	2/2/99	8/25/17	Universal Tool and Stamping Co. Inc.
Automotive screw jack	5,664,762	9/9/97	9/11/16	Universal Tool and Stamping Co. Inc.
Hollow trunnions for scissor jacks	5,356,117	10/18/94	7/1/13	Universal Tool and Stamping Co. Inc.
Automotive ratchet wrench	5,325,743	7/5/94	6/4/13	Universal Tool and Stamping Co. Inc.
Lift cap for a jack	5,135,201	8/4/92	7/1/11	Universal Tool and Stamping Co. Inc.
Thumb wheel for a jack	5,085,406	2/4/92	12/5/10	Universal Tool and Stamping Co. Inc.
Planetary gear box for a jack	4,986,802	1/22/91	6/5/09	Universal Tool and Stamping Co. Inc.
Scissors jack	4,802,653	2/7/89	11/16/07	Universal Tool and Stamping Co. Inc.