

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                         |
| <b>NATURE OF CONVEYANCE:</b>   | SECURITY AGREEMENT                     |
| <b>CONVEYING PARTY DATA</b>  |  |
| <b>Name</b>  | <b>Execution Date</b>                  |
| Atchison Casting Corporation   | 09/07/2005                             |
| <b>RECEIVING PARTY DATA</b>  |  |
| <b>Name:</b>   | Monroe Capital Advisors, LLC, as agent |
| <b>Street Address:</b>   | 233 South Wacker Drive                 |
| <b>City:</b>   | Chicago                                |
| <b>State/Country:</b>  | ILLINOIS                               |
| <b>Postal Code:</b>  | 60606                                  |
| <b>PROPERTY NUMBERS Total: 1</b>   |  |
| <b>Property Type</b>   | <b>Number</b>                          |
| <b>Patent Number:</b>  | 5611284                                |
| <b>CORRESPONDENCE DATA</b>   |  |
| <b>Fax Number:</b>   | (212)593-5955                          |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |
| <b>Phone:</b>  | 2127562388                             |
| <b>Email:</b>  | daniel.angel@srz.com                   |
| <b>Correspondent Name:</b>   | Daniel Angel, Esq.                     |
| <b>Address Line 1:</b>   | 919 Third Avenue                       |
| <b>Address Line 4:</b>   | New York, NEW YORK 10022               |
| <b>NAME OF SUBMITTER:</b>  | Daniel Angel, Esq. (059816/0004)       |

Total Attachments: 16  
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PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated September 7, 2005, is by and between ATCHISON CASTING CORPORATION, a Delaware corporation ("Debtor"), and MONROE CAPITAL ADVISORS, LLC, a Delaware limited liability company, in its capacity as agent ("Secured Party"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make term loans to Debtor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make term loans to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for itself and the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any patents and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibit A hereto, together with all rights and privileges

arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**



**REDACTED**

**REDACTED**

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ATCHISON CASTING CORPORATION

By: Kevin T. McDermed  
Name: KEVIN T. McDERMED  
Title: Treasurer

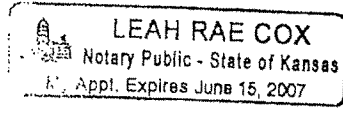
[PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

STATE OF Kansas )  
 ) ss.:  
COUNTY OF Atchison )

On the 2<sup>nd</sup> day of September, 2005, before me personally came Kevin T. Mc Dermid, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Treasurer of ATCHISON CASTING CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Leah Rae Cox

Notary Public



[PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

MONROE CAPITAL ADVISORS, LLC,  
as Secured Party

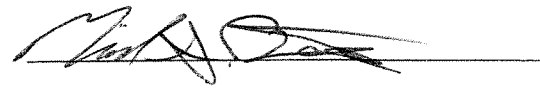
By: *Alex Franky*  
Name: *Alex Franky*  
Title: *Vice President*

[PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

**PATENT**  
**REEL: 016522 FRAME: 0161**

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 7<sup>th</sup> day of September, 2005, before me personally came Alex Franky,  
to me known, who, being duly sworn, did depose and say, that he/she is the Vice President  
of MONROE CAPITAL ADVISORS, LLC, the limited liability company described in and  
which executed the foregoing instrument and that he/she signed his/her name thereto by order of  
the Board of Directors of said corporation.



Notary Public

**MICHAEL S. BETTS**  
Notary Public, State of New York  
No. 01BE099798  
Qualified in New York County  
Commission Expires Nov. 6, 2007

EXHIBIT A  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF PATENTS AND PATENT APPLICATIONS

| <u>Patent Description</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|---------------------------|----------------------------|--------------------------|------------------------|
| 1. Rail Truck Suspension  | 5,611,284                  | 03/11/1997               |                        |
|                           |                            |                          |                        |

| <u>Patent Application</u> | <u>Application/Serial Number</u> | <u>Application Date</u> |
|---------------------------|----------------------------------|-------------------------|
| NONE                      |                                  |                         |
|                           |                                  |                         |

EXHIBIT B  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF LICENSES

NONE



EXHIBIT C  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that ATCHISON CASTING CORPORATION ("Debtor"), having an office at 400 South Fourth Street, Atchison, Kansas 66002, hereby appoints and constitutes MONROE CAPITAL ADVISORS, LLC, as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: \_\_\_\_\_, 2005

ATCHISON CASTING CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the \_\_\_\_\_ of ATCHISON CASTING CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

\_\_\_\_\_  
Notary Public