

10-20-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Quality Trailer Products, LP

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 18, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A., as Agent

Internal Address: Suite 3400

Street Address: One South Wacker Drive

City: Chicago

State: IL

Country: USA Zip: 60606

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

**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,372,434

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Sears Tower, Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@LW.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Linda R. Kastner  
Signature

October 19, 2005

Date

LINDA R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

10/20/2005 DBYRNE 00000107 5372434

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

120.00 OP

01 FC:8021  
02 FC:8023

PATENT  
REEL: 016662 FRAME: 0302

# PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 18, 2005, by QUALITY TRAILER PRODUCTS, LP, a Texas limited partnership ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, individually and in its capacity as Agent for Lenders ("Agent").

## WITNESSETH:

WHEREAS, Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto are parties to that certain Loan and Security Agreement dated as of December 9, 2004 (including all annexes, exhibits and schedules thereto, amended by that certain First Omnibus Amendment to Loan Documents dated as of March 23, 2005 and as further amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Borrowers request that Agent and Majority Lenders amend the Loan Agreement and consent to certain transactions as set forth in that certain Second Amendment and Consent to Loan and Security Agreement dated as of the date hereof, by and among the Grantor, the other Persons named therein as Borrowers, Agent and the Lenders from time to time party thereto (the "Second Amendment")

WHEREAS, Agent and Lenders are willing to amend the Loan Agreement and consent to the transactions as provided in the Second Amendment, but only upon the condition, among others, that Grantor shall have granted a continuing Lien on the Patent Collateral (as hereinafter defined) to secure the Obligations of Grantor under the Loan Agreement and to pledge and grant a security interest in the Patent Collateral as security for the Obligations; and

WHEREAS, pursuant to the Second Amendment, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in Appendix A to the Loan and Security Agreement. Additionally, the following terms shall have the following respective meanings:

"Patent License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

2        GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing first priority 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 "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to 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 Patent or any Patent licensed under any Patent 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, for itself and the ratable benefit of Lenders, pursuant to the Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4        APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS.

5        INTERCREDITOR PROVISION. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent and Lenders pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, as the same may be amended, supplemented, modified or replaced from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

[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.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By

Name Mark H. (unol)

Title Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Agent

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

Name: \_\_\_\_\_

Its Authorized Signatory

[Signature Page to Patent Security Agreement]

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.

QUALITY TRAILER PRODUCTS, LP

By: Polar Corporation, its general partner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Agent

By: Robert J. Lind  
Name: Robert J. Lind  
Its Authorized Signatory

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**PATENT REGISTRATIONS**

**TITLE**

**REGISTRATION NUMBER**

Spindle with lubrication channel	5,372,434
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**PATENT APPLICATIONS**

\* None

**PATENT LICENSES**

\* None

**Name of Agreement, Parties, Date of Agreement**

\* N/A

CH\795314.2

**RECORDED: 10/20/2005**

**PATENT**  
**REEL: 016662 FRAME: 0307**