

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Genesis Attachments, LLC	10/11/2005
<b>RECEIVING PARTY DATA</b>	
Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	6926217
Application Number:	11032838
Application Number:	10811539
Application Number:	11169562
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)577-4752
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	penelope.johnson@kattenlaw.com
Correspondent Name:	Penelope S. Johnson
Address Line 1:	525 W. Monroe Street
Address Line 2:	c/o Katten Muchin Rosenman LLP
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170/00142
NAME OF SUBMITTER:	Penelope S. Johnson

**CH \$160.00 6926217**

**Total Attachments: 4**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 1, 2005, is between **GENESIS ATTACHMENTS, LLC**, a Delaware limited liability company (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

### RECITALS

**A.** Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Patents owned by Grantor listed on Schedule A annexed hereto; and

**B.** Reference is made to that certain Amended and Restated Credit Agreement dated as of August 23, 2004 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Pengo Corporation, a Delaware corporation ("**Pengo**"), Attachment Technologies, Inc., a Delaware corporation ("**ATI**"; Pengo and ATI are referred to together as the "**Borrowers**"), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Co-Documentation Agents parties thereto, the Swing Line Lender and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders; and

**C.** As a subsidiary of ATI, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Third Amended and Restated Subsidiary Security Agreement dated February 25, 2005 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantee, Grantor and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders 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, Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the "**Liabilities**";

**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 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 owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Patents and referred to in Schedule A 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 of which Grantor is the licensee; and

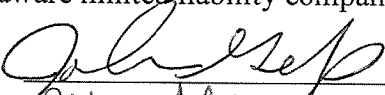
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Patents and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to the Intellectual Property Applications referred to in Schedule A 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.

[Remainder of page intentionally left blank; signature page follows.]

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

**GENESIS ATTACHMENTS, LLC**,  
a Delaware limited liability company

By:   
Name: John Kelp  
Title: Chief Financial Officer

**SCHEDULE A**

**U.S. PATENT REGISTRATIONS**

<u>HOLDER</u>	<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Genesis Attachments, LLC	Heavy-Duty Demolition Apparatus with Replaceable Tip and Rotatable Cross Blade	6,926,217	N/A

**U.S. PATENT APPLICATIONS**

<u>HOLDER</u>	<u>PATENT</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Genesis Attachments, LLC	Replaceable Demolition Shear Piercing Tip	11/032,838	N/A
Genesis Attachments, LLC	Heavy Duty Demolition Apparatus with Blade Stabilizing Puck	10/811,539	N/A
Genesis Attachments, LLC	Excavator Demolition Attachment With Interchangeable Jaw Assemblies	11/169,562	N/A