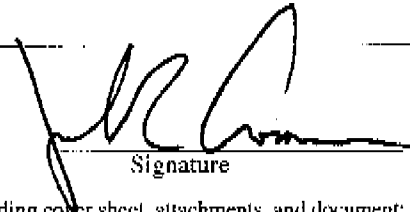


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Independent Mobility Systems, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies):</b> Name: Harris N.A., as administrative agent  Internal Address:   Street Address: 111 West Monroe Street  City: Chicago State: IL Zip: 60603  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: September 1, 2005			<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s). 10/753,202  B. Patent No(s) 5,746,459  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: John R. Crossan  Internal Address: Chapman and Cutler LLP   Street Address: 111 West Monroe Street  City: Chicago State: IL ZIP: 60603			<b>6. Total number of applications and patents involved</b> <span style="border: 1px solid black; padding: 0 5px;">2</span>  <b>7. Total fee (37 CFR 3.41)</b> \$ 80.00  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> 50-0305  <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. 1612969		
DO NOT USE THIS SPACE					
<b>9. Signature:</b>  John R. Crossan _____ Name of Person Signing			 _____ Signature		
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 0 5px;">5</span>			September 8, 2005 _____ Date		

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, DC 20231

### PATENT COLLATERAL AGREEMENT

This 1st day of September, 2005, INDEPENDENT MOBILITY SYSTEMS, INC., a New Mexico corporation ("*Debtor*") with its principal place of business and mailing address at 4100 W. Piedras Street, Farmington, New Mexico, 87401 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, acting as administrative agent hereunder for the Secured Creditors identified and defined in the Security Agreement defined below, a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and


(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto or of any patent licensed under a patent license listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and Secured Party (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

INDEPENDENT MOBILITY SYSTEMS, INC.

By   
Name: Ralph W. Braun  
Title: CEO

HARRIS N.A., as administrative agent


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

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

INDEPENDENT MOBILITY SYSTEMS, INC.

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

HARRIS N.A., as administrative agent

By  \_\_\_\_\_  
Name: Patrick McDonnell  
Title: Managing Director

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS  
AND PATENT LICENSES**

**U.S. PATENTS**

<b>NAME</b>	<b>REGISTRATION NO.</b>	<b>GRANT DATE</b>
Power Door Latch Apparatus and Method	5,746,459	5/5/98

**PENDING U.S. PATENT APPLICATION**

<b>NAME</b>	<b>APPLICATION SERIAL NO.</b>	<b>FILING DATE</b>
Retractable Ramp System For a Mobility Vehicle	10/753,202	1/07/04