

**PATENT ASSIGNMENT**

Electronic 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>
Autotronic Controls Corporation	11/08/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Antares Capital Corporation, as Agent
<b>Street Address:</b>	311 South Wacker Drive
<b>Internal Address:</b>	Suite 4400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10978739
Application Number:	10808038
Application Number:	10985161
Application Number:	11040897
Application Number:	10945421
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-4752
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	penelope.johnson@kattenlaw.com
<b>Correspondent Name:</b>	Penelope S. Johnson
<b>Address Line 1:</b>	525 W. Monroe
<b>Address Line 2:</b>	c/o Katten Muchin Rosenman LLP
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	207170/00154

CH \$200.00 10978739

NAME OF SUBMITTER:

Penelope S. Johnson

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of November 8, 2005, is between AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (the "**Grantor**") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (the "**Grantee**") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

### RECITALS

**WHEREAS**, Grantor owns the issued Patents and Patent applications listed on Schedule 1 annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of January 28, 2005 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Grantor, Superchips, Inc., a Florida corporation ("**Superchips**"), Competition Systems, Inc., a California corporation ("**CSI**") Grantee and certain other financial institutions that from time to time become lenders thereunder (the "**Lenders**"), providing for extensions of credit and other financial accommodations to be made to Grantor and Superchips by Agent and Lenders; and

**WHEREAS**, pursuant to the terms of that certain Second Amended and Restated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor, Superchips, CSI and Grantee, Grantor has granted to Grantee, for the benefit of Agent 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 (as defined in the Security Agreement), and Patent applications and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

**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 and Patent application, including, without limitation, the issued Patents (together with any reissues, continuations or extensions thereof) and Patent applications referred to in Schedule 1 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) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any issued Patent including, without limitation, the issued Patents referred to in Schedule 1 annexed hereto, and the Patents issued with respect to the Patent applications referred in Schedule 1.

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.

**AUTOTRONIC CONTROLS CORPORATION**, a Texas corporation

By: *James L. Beltrame*  
Name: JAMES L. BELTRAME  
Title: VP. CFO

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

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

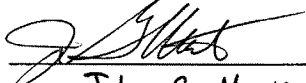
**IN WITNESS WHEREOF**, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**AUTOTRONIC CONTROLS CORPORATION**, a Texas corporation

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

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:  \_\_\_\_\_  
Name: John G. Martin  
Title: Managing Director

Schedule 1  
to  
Patent Security Agreement

U.S. PATENTS

None.

U.S. PATENT APPLICATIONS

<u>TITLE</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
Universal Mount Alternative Housing	10/978,739	11/01/04
Slew Rate Rev Limiter	10/808,038	3/24/04
System and Method for driving a Tachometer	10/985,161	11/10/04
System and Method for providing a Display utilizing a Fast Photon Indicator	11/040,897	1/21/05
High Energy Ignition using a Pre-Dwell Control	10/945,421	

FOREIGN PATENTS

NONE

FOREIGN PATENT APPLICATIONS

NONE