

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Agreement (Patent)

CONVEYING PARTY DATA

Name	Execution Date
Hess Engineering, Inc.	12/15/2005

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 5th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6357116
Application Number:	10147602
Application Number:	10845282
Patent Number:	6067833
Patent Number:	6295856
Patent Number:	6018972
Patent Number:	6216512

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Angela Alvarez Sujek - Bodman LLP

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Address Line 4: Ann Arbor, MICHIGAN 48104

PATENT

500066339

REEL: 016902 FRAME: 0807

OP \$280.00 6357116

NAME OF SUBMITTER:

Angela Alvarez Sujek

Total Attachments: 5

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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of December 15, 2005, between Hess Engineering, Inc. ("Company" and sometimes a "Debtor"), and Comerica Bank ("Bank").

WITNESSETH

A. WHEREAS, pursuant to that certain Loan Agreement dated as of September 20, 2005 (as amended or otherwise modified from time to time, the "Loan Agreement"), among the Debtor, Monomoy-Hess Merger Corp., Hess Industries, Inc., Henco Enterprises, Inc., Capital Technologies, Inc., and X-Cel Steel Fabricating, Inc. (collectively, the "Companies") and the Bank, the Bank has agreed, subject to the satisfaction of certain terms and conditions, to make loans and advances to Companies and to provide for the issuance of Letters of Credit (as defined in the Loan Agreement) for the account of Companies, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Loan Agreement, the Debtor has executed and delivered a Security Agreement dated as of September 20, 2005 (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the continued making of Advances under the Loan Agreement, the Companies are required to execute and deliver, or cause to be executed and delivered, this Agreement and to further confirm the grant to the Bank a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Bank to continue to make Advances to the Companies pursuant to the Loan Agreement, the Debtor agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2 Grant of Security Interest For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, (i) Patent Collateral shall not include collateral with respect to which the granting of a security interest with respect thereto is otherwise prohibited by applicable law and (ii) in no event shall the security interest granted under this Section 2 attach to any permit, lease, license, contract or other agreement held by Debtor that validly prohibits the creation by the Debtor of a lien thereon, or any permit, lease, license contract or other agreement held by Debtor to the extent that applicable law prohibits the creation of a lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not removed, terminated, or rendered unenforceable or otherwise rendered ineffective by the Uniform Commercial Code (including Sections 9-406, 9-407, 9-408 and 9-409 thereof) or any other applicable law.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Bank in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and any commitment (whether optional or obligatory) to extend any credit under the Loan Agreement has been terminated, the Bank shall, at the Companies' expense, execute and deliver to the Companies all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Capitalized Terms Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written

DEBTOR:

HESS ENGINEERING, INC.

By: 

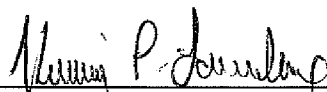
Its: CFO

Address: 3615 W. Voorde Drive
South Bend, Indiana 46628

Attention: _____

Facsimile No.: 574 233-7082

COMERICA BANK

By: 

Kevin P. Lambrix

Title: Vice President

Address: 500 Woodward Avenue, 5th Floor
Detroit, Michigan 48226

Attention: Kevin P. Lambrix

Facsimile No: (313) 222-9345

SCHEDULE I

Issued Patents

Patent	Patent No.	Grant Date
Method for assembly of vehicle wheels	6,357,116	March 19, 2002

Pending Patents

Patent Application	Serial No.	Filing Date
Method and apparatus for manufacturing a catalytic converter	10/147,602	May 17, 2002
Method and apparatus for manufacturing a catalytic converter	10/845,282	May 13, 2004
Method and apparatus for spinning to a constant length	04-0093922	November 20, 2002

Patent Licenses/Agreements

Patent	Patent No.	Grantor	Agreement Date
Method and apparatus for forming an end portion of a cylindrical member	6,067,833	Sango Co., Ltd.	July 2001
Spindle mechanism of drawer	6,295,856	Sango Co., Ltd.	October 2002
Method and apparatus for forming an end portion of a cylindrical member	6,018,972	Sango Co., Ltd.	July 2001
Method and apparatus for forming a processed portion of a workpiece	6,216,512	Sango Co., Ltd.	July 2001