

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A.	12/22/2005

RECEIVING PARTY DATA

Name:	Wilian Holding Company
Street Address:	1800 NE BRoadway Avenue
City:	Des Moines
State/Country:	IOWA
Postal Code:	50313

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	4679763
Patent Number:	5307601
Patent Number:	4996770
Patent Number:	5137250
Patent Number:	5137251
Patent Number:	5069418
Patent Number:	6322277
Patent Number:	6502802
Patent Number:	6581898
Patent Number:	5426906
Patent Number:	5806266
Patent Number:	6557817
Patent Number:	6012699
Patent Number:	5975482
Patent Number:	5956919

PATENT

500092742

REEL: 017435 FRAME: 0828

CH \$1120.00 4679763

Patent Number:	6447201
Patent Number:	6832746
Patent Number:	6941708
Patent Number:	D505737
Patent Number:	D503084
Patent Number:	D504183
Patent Number:	D510260
Patent Number:	D347701
Patent Number:	2372999
Application Number:	10913177
Application Number:	60722585
Application Number:	60722632
Patent Number:	4964256

CORRESPONDENCE DATA

Fax Number: (312)269-1747
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-269-8000
 Email: ipdocket@ngelaw.com
 Correspondent Name: IP Docketing Department
 Address Line 1: 2 North LaSalle Street, Suite 2200
 Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	013242.0229
NAME OF SUBMITTER:	Elizabeth A. Kostiuk

Total Attachments: 19

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") made as of December 22, 2005 by and between **WILIAN HOLDING COMPANY**, an Iowa corporation, (the "Borrower"), and **BANK OF AMERICA, N.A.**, as Administrative Agent (the "Agent").

WITNESSETH:

WHEREAS, Borrower, Agent and the other Lenders from time to time party thereto, are parties to that certain Credit Agreement dated of even date herewith (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrower;

WHEREAS, Borrower and Agent are parties to that certain Security Agreement dated of even date herewith (as amended, modified, restated and supplemented from time to time, the "Security Agreement"), pursuant to which the Borrower has secured certain liabilities and obligations;

WHEREAS, Borrower has agreed to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Security Agreement) and (ii) as a condition precedent to Agent entering into the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement or the Security Agreement shall have the meaning specified for such term in the Credit Agreement or the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof

3. Incorporation of the Credit Agreement and the Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to Agent, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, other than Liens permitted by the Credit Agreement, with power of sale to the extent permitted by applicable law, all of the Borrower's:

(a) now owned or existing and hereafter acquired or arising patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a) are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(b) rights under or interest in any patent license agreements with any other party to the extent permitted by and subject to such other agreements, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. The Borrower will not, without Agent's prior written consent, take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the Agent's security interest in the Patents and Licenses.

6. New Patents and Licenses. The Borrower represents and warrants as of the date hereof that (a) the Patents listed on Schedule A include all of the active patents and patent applications now owned by the Borrower, (b) the Licenses listed on Schedule B include all of the patent license agreements now owned by the Borrower and (c) no other liens, claims or security interests have been granted by the Borrower to any other Person in such Patents and Licenses. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new patentable inventions, (ii) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, or (iii) enter into any new patent license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Borrower shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. The Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future patents and patent applications, and by amending

Schedule B to include any future patent license agreements, which are Patents or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. The Borrower hereby agrees that the use by Agent of the Patents and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to the Borrower.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times upon reasonable prior notice to Borrower (and at any time when an Event of Default or Unmatured Event of Default exists) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Patents and the Licenses, including, without limitation, the Borrower's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb the conduct of the Borrower's ordinary business operations. From and after the occurrence of an Event of Default, the Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product and service quality controls as Agent or such conservator, in its commercially reasonable judgment, may deem reasonably necessary to assure maintenance of the quality of products and services sold by the Borrower under the Patents and the Licenses. The Borrower agrees (a) not to sell or assign its interest in the Patents or the Licenses without the prior and express written consent of Agent which consent will not be unreasonably withheld, (b) to maintain the quality of said products and services in all material respects as of the date hereof, and (c) not to change the quality of such products or services in any material respect without Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations, this Agreement shall terminate and Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Patents and the Licenses (including, without limitation, a Release in the form attached hereto as Exhibit A), subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business and at Borrower's commercially reasonable discretion, to: (a) prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application on unpatented but patentable inventions. The Borrower further agrees (i) not to abandon any Patent or License necessary in the operation of Borrower's business without the prior written consent of Agent and (ii) to use its best efforts to maintain in full force and effect the Patents and the Licenses that are or shall be necessary in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. Borrower has no obligation to patent any invention.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and the Licenses and, if Agent shall commence any such suit, the Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to the Borrower specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies Upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the Security Agreement and any Loan Document.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement (including its Schedules) cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Patents and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after an uncured Event of Default and the giving of written notice to Borrower, the Borrower hereby irrevocably designates, constitutes and appoints Agent as the Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in the Borrower's or Agent's name, from and after the occurrence of an Event of Default, to (a) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or the Licenses to anyone on commercially

reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Patents or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Patents or the Licenses as Agent deems in its best interest. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Credit Agreement shall have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Borrower; provided, however that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws of the State of Illinois.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

20. Agent's Duty. Agent shall not have any duty with respect to the Patents or the Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Patents or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and added to the Obligations secured hereby.

21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the date set forth above.

WILIAN HOLDING COMPANY

By: 

Name: A.L. Jennings

Title: Chairman of the Board and Chief Executive Officer

By: 

Name: Brad Schoenfelder

Title: Chief Financial Officer and
Secretary-Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the date set forth above.

WILIAN HOLDING COMPANY

By: _____

Name: A.L. Jennings

Title: Chairman of the Board and Chief Executive Officer

By: _____

Name: Brad Schoenfelder

Title: Chief Financial Officer and
Secretary-Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By:  _____

Name: David A. Johanson

Title: Vice President

**SCHEDULE A
PATENTS**Issued Patents

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
United States	Concrete Form Having Adjustable Curvature & Method	4,679,763	July 14, 1987	Thomas W. Brotherton
United States	Beam Member for Use in Concrete Forming Apparatus	5,307,601	May 3, 1994	Robert G. McCracken
United States	Beam Member for Concrete Forming System	4,964,256	October 23, 1990	Robert G. McCracken
United States	Method of Assembling a Concrete Form Brace	4,996,770	March 5, 1991	L. Scott McCracken
United States	Tie Rod Bearing Unit for Use in Concrete Form Assemblies	5,137,250	August 11, 1992	Robert G. McCracken
United States	Pour Window for a Concrete Form	5,137,251	August 11, 1992	Bob L. Jennings
United States	Device for Leveling Concrete Form Assemblies	5,069,418	December 3, 1991	Albert L. Jennings
United States	Clamp for Interconnecting Components of Shoring Apparatus	6,322,277	November 27, 2001	Robert Jennings

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
United States	Double Bias Corner Form	6,502,802	January 7, 2003	Bob L. Jennings
United States	Bearing Block for Alignment and Handling of Concrete Forms	6,581,898	June 24, 2003	Robert G. McCracken
United States	Beam Member for Concrete Forming System (E-Beam) CIP	5,426,906	June 27, 1995	Robert G. McCracken
United States	Beam Member Having an Adjustable Curvature and Method for Producing Said Beam Member (Adjustable Waler)	5,806,266	September 15, 1998	Bob L. Jennings
United States	Power Tower II	6,557,817	May 6, 2003	Waldschmitt
United States	Continuation Form Having Adjustable Curvature (Segmented Strap for Redi-Radius)	6,012,699	January 11, 2000	Edward Wu
United States	(CIP) Continuation from Having Adjustable Curvature (Segmented Strap for Redi-Radius)	5,975,482	November 2, 1999	Edward Wu
United States	Spanning Member with Convolute Web and C-Shaped Flanges (Stringer Beam)	5,956,919	September 28, 1999	Robert G. McCracken

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
United States	Quick Load Relief Coupler	6,447,201	September 10, 2002	Robert G. McCracken
United States	Attachment Device for Concrete Shoring Post (U-Head Assembly)	6,832,746	December 21, 2004	Robert G. McCracken
United States	Reduced Friction Coupling for Shoring Apparatus	6,941,708	September 13, 2005	Robert G. McCracken
United States	Fishtail Chamfer	D505,737	May 31, 2005	Chris Beranek
United States	Quick Fastener for Concrete Forms	D503,084	March 22, 2005	Bob Jennings
United States	Shoring Post Extrusion	D504,183	April 19, 2005	Robert G. McCracken
United States	Wing Nut	D510,260	October 4, 2005	Bob Jennings
United States	E-Beam (Design Patent)	D347,701	June 7, 1994	Robert G. McCracken
United States	Concrete Form Using Face Sheet as Tension Flange or Stiffeners (Hi-Pressure Form)	2,372,999	February 25, 2002	
Argentina	Beam Member for Use in Concrete Forming Apparatus (E-Beam)	253.043		Robert G. McCracken
Brazil	Beam Member for Use in Concrete Forming Apparatus	PI 9203083	August 7, 1992	Robert G. McCracken
Brazil	Beam Member for Concrete Forming Systems	PI 9006668	December 28, 1990	Robert G. McCracken

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
Canada	Wall Climbing Form Hoist	1,239,035	July 12, 1988	Jim D. Phillips
Canada	Concrete Form having an Adjustable Curvature & Method	1,284,725	June 11, 1991	Thomas W. Brotherton
Canada	Beam Member for Concrete Forming System	2,026,397	February 7, 1995	Robert G. McCracken
Canada	Beam Member for Concrete Forming System (E-Beam)	2,075,234	July 14, 1998	Robert G. McCracken
Canada	Cambered Truss Header for Shoring	1,253,356	May 2, 1989	Robert G. McCracken
Canada	Brotherton #1	1,284,725	June 11, 1991	
Canada	Spanning Member with Convolute Web and C-Shaped Flanges (Stringer Beam)	2,237,525	June 11, 1998	Robert G. McCracken
Chile	Beam Member for Concrete Forming System	40,994	March 19, 1991	Robert G. McCracken
Chile	Super Stud End Connection	38,085	October 18, 1991	Robert G. McCracken
EPO	Shoring Post Extrusion	01302282.7	February 2, 2005	Robert G. McCracken
EPO	Locking Bobber	01302281.9		Robert G. McCracken
EPO	Z-Beam End Plate	1061196	February 22, 2000	

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
Europe	Beam Member for Concrete Forming System	0436277	October 1, 1990	Robert G. McCracken
Germany	Beam Member for Concrete Forming System (E-Beam)	69222748.2	March 19, 1998	Robert G. McCracken
Germany	Z-Beam End Plate	1061196		Robert G. McCracken
Ireland	Beam Member for Concrete Forming System	064681	December 13, 1990	Robert G. McCracken
Korea	Beam Member for Concrete Forming System (E-Beam)	169997	October 14, 1998	Robert G. McCracken
Mexico	Super Stud End Connection	173036	January 28, 1994	Robert G. McCracken
Mexico	Beam Member for Concrete Forming System	183,179	November 8, 1996	Robert G. McCracken
Malaysia	Spanning Member with Convolute Web and C-Shaped Flanges (Stringer Beam)	MY-116773A	September 2, 1998	Robert G. McCracken
Peru	Shoring Post Extrusion	000239.2001		Robert G. McCracken
Peru	Locking Bobber	000240.2001 3197	August 28, 2003	Robert G. McCracken
Spain	Beam Member for Concrete Forming System (E-Beam)	92307299.5		Robert G. McCracken
Taiwan	Shoring Post Extrusion	158222	June 1, 2002	Robert G. McCracken

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
Taiwan	Stringer Beam	111676	February 1, 2000	Robert G. McCracken
Taiwan	Clamp for Interconnecting Components of Shoring Apparatus	163144	August 21, 2002	
United Kingdom	Shoring Post Extrusion	1,134,333	February 2, 2005	Robert G. McCracken
United Kingdom	Z-Beam End Plate	1061196		Robert G. McCracken
Venezuela	Beam Member for Concrete Forming System	53,551	August 26, 1992	Robert G. McCracken
Venezuela	Super Stud End Connection	770/91	June 13, 1991	Robert G. McCracken

Pending Patent Applications

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
U.S.A.	Over-Beam Assembly	60/722,585	September 30, 2005	
U.S.A.	Strengthened Redi Radius	10/913,177	August 6, 2004	
U.S.A.	Collapsible Inside Corner Form	60/722,632	September 30, 2005	
U.S.A.	Redesigned Form Clamp	60/662,075	March 15, 2005	
Argentina	Shoring Post Extrusion	P01 01 01151	March 12, 2001	
Argentina	Stringer Beam	P98 01 03008		Robert G. McCracken
Argentina	Clamp for Interconnecting Components of Shoring Apparatus	P01 01 01152	March 12, 2001	
Argentina	Z-Beam End Plate	P00 01 01644	April 10, 2000	Robert G. McCracken
Australia	E-Beam	1993-2486		Robert G. McCracken
Brazil	Stringer Beam	9802291-1	June 26, 1998	Robert G. McCracken
Canada	Shoring Post Extrusion	2,340,505	March 12, 2001	
Canada	Strengthened Redi Radius	2,514,731	August 5, 2005	
Canada	Stringer Beam	2,237,525	June 11, 1998	Robert G. McCracken
Canada	Z-Beam End Plate	2303040	March 29, 2000	Robert G. McCracken

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
Canada	Concrete Form Using Face Sheet As Tension Flange	2,372,999	February 25, 2002	
Chile	Shoring Post Extrusion	568-2001	March 13, 2001	Robert G. McCracken
Chile	Locking Bobber for Shoring Apparatus	569-2001	March 13, 2001	Robert G. McCracken
Chile	Z-Beam End Plate	862-2000	April 2000	Robert G. McCracken
Chile	Stringer Beam	1311-98	June 10, 1998	Robert G. McCracken
Colombia	Stringer Beam	98029151	May 22, 1998	Robert G. McCracken
EPO	Super Stud End Connection	0/436,277	October 1990	Robert G. McCracken
EPO	Z-Beam End Plate	00301369.5	February 22, 2000	Robert G. McCracken
France	E-Beam	0554606		
Korea	Z-Beam End Plate	379358	February 29, 2000	Robert G. McCracken
Malaysia	Locking Bobber for Shoring Apparatus	PI20011117	March 12, 2001	Robert G. McCracken
Malaysia	Shoring Post Extrusion	PI20011118	March 12, 2001	Robert G. McCracken
Mexico	Locking Bobber for Shoring Apparatus			Robert G. McCracken
Mexico	Shoring Post Extrusion	PA/a/2001/0025 96		Robert G. McCracken
Mexico	Stringer Beam	984505	June 5, 1998	Robert G. McCracken
Peru	Z-Beam End Plate	000300.2000	April 5, 2000	Robert G. McCracken

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
Russia	E-Beam	1993-2484		Robert G. McCracken
South Africa	E-Beam	1993-0000		Robert G. McCracken
Taiwan	Z-Beam End Plate	140482	April 25, 2000	Robert G. McCracken
United Kingdom	E-Beam	0554606		Robert G. McCracken
Venezuela	Shoring Post Extrusion	2001-000527	March 13, 2001	Robert G. McCracken
Venezuela	Locking Bobber for Shoring Apparatus	2001-000528	March 13, 2001	Robert G. McCracken
Venezuela	Stringer Beam	1172-98	June 3, 1998	Robert G. McCracken
Venezuela	Z-Beam End Plate	2000-0000895	April 26, 2000	Robert G. McCracken

SCHEDULE B
PATENT LICENSES

None.

EXHIBIT A

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST ("Release") is entered into as of this day of _____, _____, by BANK OF AMERICA, N.A. ("Secured Party"), in favor of WILIAN HOLDING COMPANY, an Iowa corporation ("Debtor").

WHEREAS, Debtor executed those certain Revolving Notes dated as of December 22, 2005, in favor of Bank of America, N.A. and LaSalle Bank National Association in the original principal amount of \$30,000,000 and \$20,000,000, respectively (together, the "Note");

WHEREAS, Debtor executed a certain Patent Security Agreement, dated as of December 22, 2005 (the "Security Agreement"), that granted Secured Party a security interest in all of Debtor's right, title, and interest in and to certain of Debtor's property, namely the Patents and Licenses listed on Schedules A and B respectively, thereto (the "Collateral"), to secure the payment of all of Debtor's obligations under the Note;

WHEREAS, the parties acknowledge that all obligations of Debtor pursuant to the Note have been paid in full.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

22. **Release of Security Interest.** In consideration of payment and satisfaction of all amounts due and payable under the Note thereunder (the receipt of which is hereby acknowledged), Secured Party hereby releases its security interest in the Collateral granted under

23. **UCC Releases; Further Assurances.** Simultaneous with the execution and delivery of this Release, Debtor is authorized to file such UCC releases as are necessary to release the security interests held pursuant to the Security Agreement. In addition, Secured Party agrees that it will, from time to time promptly execute and deliver all further releases, instruments and documents and take such further action as may be necessary in order to obtain the full and complete release of any security interest or guaranty granted or purported to be granted to Secured Party.

24. **Governing Law.** This Release shall be deemed to have been made by Secured Party and accepted by Debtor in Chicago, Illinois, and it shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed on
or about the date first above written.

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name: _____
Title: _____