

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
Quality Trailer Products, LP	04/20/2006
RECEIVING PARTY DATA	
Name:	Harris N.A.
Street Address:	111 W. Monroe St. -111/10W
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Name:	Wells Fargo Bank, National Association
Street Address:	Sixth and Marquette
Internal Address:	Fifth Floor, MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5372434
CORRESPONDENCE DATA	
Fax Number:	(612)766-1623
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6127667000
Email:	trademarkmpls@faegre.com
Correspondent Name:	Faegre & Benson LLP
Address Line 1:	90 South Seventh Street
Address Line 2:	2200 Wells Fargo Center
Address Line 4:	Minneapolis, MINNESOTA 55402-3901

OP \$40.00 5372434

ATTORNEY DOCKET NUMBER:

16056-332149

NAME OF SUBMITTER:

Kerry R. Thompson - Paralegal

Total Attachments: 4

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, Quality Trailer Products, LP, a Texas limited partnership (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Polar Corporation, a Minnesota corporation (“**Company**”), has entered into a Credit Agreement dated as of April 20, 2006, with the financial institutions named therein (in such capacity, “**Lenders**”), Harris N.A., a national banking association, as documentation agent, and Wells Fargo Bank, National Association, a national banking association, as administrative agent for such Lenders (in such capacity, “**Secured Party**”) (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiaries Guaranty dated as of April 20, 2006 (said Subsidiaries Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, Grantor has executed and delivered that certain Subsidiaries Guaranty dated as of April 20, 2006 (said Subsidiaries Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 20, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor

created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule 1 annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York (including section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles that would require application of another law.

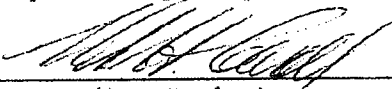
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

MI:1314138.01

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 20th day of April, 2006.

QUALITY TRAILER PRODUCTS, LP, by Polar Corporation, its general partner

By: 
Name: Mark H. Carroll
Title: Assistant Treasurer

(Signature page to Grant of Patent Security Interest)

**SCHEDULE 1
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor(s)</u>
5,372,434	12/13/94	Spindle With Lubrication Channel	

Patents Pending:

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor(s)</u>
None				