

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
EFFECTIVE DATE:	07/28/2006												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Anchor Tool & Die Company, Co.</td><td>07/28/2006</td></tr><tr><td>Anchor Manufacturing Group, Inc.</td><td>07/28/2006</td></tr></tbody></table>		Name	Execution Date	Anchor Tool & Die Company, Co.	07/28/2006	Anchor Manufacturing Group, Inc.	07/28/2006						
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>ICON Income Fund Ten, LLC</td></tr><tr><td>Street Address:</td><td>100 Fifth Avenue</td></tr><tr><td>Internal Address:</td><td>Fourth Floor</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10011</td></tr></table>		Name:	ICON Income Fund Ten, LLC	Street Address:	100 Fifth Avenue	Internal Address:	Fourth Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10011
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PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10692217</td></tr><tr><td>Patent Number:</td><td>6729648</td></tr></tbody></table>		Property Type	Number	Application Number:	10692217	Patent Number:	6729648						
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CORRESPONDENCE DATA													
Fax Number: (212)202-7748 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 2123818745													
Email: mslapo@ctswlaw.com													
Correspondent Name: Michael Slapo													
Address Line 1: 420 Lexington Avenue													
Address Line 2: Suite 2400													
Address Line 4: New York, NEW YORK 10170													
ATTORNEY DOCKET NUMBER:	ICON/ANCHOR												

OP \$80.00 10692217

500135355

PATENT
REEL: 018061 FRAME: 0125

NAME OF SUBMITTER:

Michael I. Slapo

Total Attachments: 10

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is entered into as of July 28, 2006 by and between each of ANCHOR TOOL & DIE CO. d/b/a ANCHOR MANUFACTURING GROUP, INC. (together with its successors and assigns, if any, "Debtor"), an Ohio corporation, with its principal place of business at 11830 Brookpark Rd., Cleveland, OH 44130 and VARILEASE FINANCE, INC. (together with its successors and assigns, if any, "Secured Party"), a Michigan corporation, with its principal place of business at 6340 South 3000 East, Suite 250, Salt Lake City, UT 84121.

WHEREAS, the execution and delivery of this Agreement is a condition to the Secured Party entering into the Master Lease (as defined below);

NOW, THEREFORE, Debtor agrees with Secured Party as follows:

1. **DEFINITIONS.** All terms defined in that certain Master Lease Agreement, of even date herewith, between the Debtor and Secured Party (the "Master Lease") that are not otherwise defined herein shall have the meanings stated in the Master Lease. In addition, the following terms have the meanings set forth below:

1.1. "Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Master Lease which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

1.2. "Patents" means all of the Debtor's right, title and interest under any and all patent applications and/or patents, now existing, currently pending or hereafter filed or obtained or licensed by Debtor relating to the Products, as set forth in Patent Schedule 1 attached hereto and made a part hereof, and any foreign counterparts thereof and all divisionals, continuations, continuations-in-part, any foreign counterparts thereof and all patents issuing on any of the foregoing, and any foreign counterparts thereof, together with all registrations, reissues, re-examinations, supplemental protection certificates, or extensions thereof, and any foreign counterparts thereof.

2. **SECURITY INTEREST.** The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest") in the Patents to secure payment and performance of the Obligations.

3. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** The Debtor hereby represents, warrants and agrees as follows:

3.1. Existence; Authority.

(a) The Debtor is a corporation, having full power to and authority to make and deliver this Agreement.

(b) The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if

necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it.

(c) This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation, subject to applicable bankruptcy, insolvency, avoidance, receivership and similar laws affecting the rights of creditors generally, general principles of equity and public policy.

(d) The correct legal name of the Debtor is as set forth at the beginning of this Agreement.

(e) The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any third party, including any federal, state or local regulatory body or administrative agency.

3.2. Patents. All of the Patents identified in Schedule 1 are owned or controlled by the Debtor as of the date hereof and the information in Schedule 1 accurately reflects the existence and status of the Patents listed therein as of the date hereof.

3.3. Title.

(a) Except as set forth in Exhibit A and the Security Interest granted to Secured Party herein, the Debtor has absolute title to each Patent listed on Schedule 1, free and clear of all security interests, liens and encumbrances.

(b) Except as set forth in Exhibit A and the Security Interest granted to Secured Party herein, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents hereafter arising, absolute title to each such Patent, free and clear of all security interests, liens and encumbrances; and (ii) will keep all Patents free and clear of all security interests, liens and encumbrances. Notwithstanding the foregoing, Debtor shall have the right to grant a security interest and lien upon the Patents to Wells Fargo & Co., or such other secured lender as Secured Party shall consent to in writing, such consent not to be unreasonably withheld ("Wells Fargo"); provided, however, that in any instrument granting a security interest or lien to Wells Fargo (x) Wells Fargo acknowledges and agrees that the prior Security Interest and lien granted herein to Secured Party, its successors and/or assigns and Secured Party's, its successors' and/or assigns' right to receive lease payments from Debtor pursuant to the Master Lease is superior, in all respects, to any security interest or lien granted to Wells Fargo & Co. in and to the Patents; (y) Wells Fargo waives any and all rights to affect the method or challenge the appropriateness of any action by Secured Party, its successors and/or assigns in protecting and enforcing Secured Party's Security Interest in and to the Patents and Secured Party's rights and licenses granted under the Master Lease; (z) Wells Fargo agrees not in any way or at any time, including, without limitation, in any proceeding is instituted under Chapter 7 or Chapter 11 of Title 11 of the United States Code, or any corresponding state law effecting the reorganization or liquidation of the business or any of the assets of the Debtor, including the Patents, challenge the validity or priority of Secured Party's, its successors' and/or assigns' superior prior Security Interest and lien in and to the Patents or Secured Party's, its successors' and/or assigns' rights and licenses granted in and to the Patents under the Master Lease.

3.4. No Sale. The Debtor will not sell, license, or otherwise dispose of the Patents, or any interest therein, without the Secured Party's prior written consent; provided, however, that the Secured Party's consent shall not be required if the Debtor has exercised the Purchase Option and paid the Purchase Price to the Secured Party.

3.5. Defense. The Debtor will at its own expense, and using its best efforts, protect and defend the Patents against all claims or demands of all persons, other than the Secured Party, which would cause material harm to the Secured Party.

3.6. Maintenance. The Debtor will at its own expense maintain the Patents to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, nor fail to file any required affidavit in support thereof.

3.7. Secured Party's Right To Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in Section 3.6, immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

3.8. Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under Section 3.5 or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

3.9. Power of Attorney. To facilitate the Secured Party's taking action under Section 3.6 and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. **DEBTOR'S-USE OF THE PATENTS.** The Debtor shall be permitted to control and manage the Patents, including the right to exclude others from making, using or selling items covered by the Patents and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured and provided that any licenses granted in and to the Patents are subordinate to the Secured Party's rights hereunder.

5. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) Debtor shall fail to perform any of its obligations under the Master Lease or shall otherwise be in breach or default of the Master Lease (after expiration of any applicable grace period under the Master Lease); or (b) the Debtor does not exercise the Purchase Option; (c) the Debtor shall fail to observe or perform any covenant or agreement herein binding on it (after expiration of any applicable grace period); or (d) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **REMEDIES.** Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions: (a) the Secured Party may exercise any or all remedies available under the Master Lease; (b) the Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents; (c) the Secured Party may enforce the Patents and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. **MISCELLANEOUS.**

7.1. Nothing contained herein shall be construed as a limitation of any of KeyBank's rights under that certain Inter-Creditor Agreement, of even date (the "Inter-Creditor Agreement"), between Secured Party and KeyBank and this Agreement is subject to the terms and conditions of the Inter-Creditor Agreement.

7.2. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor.

7.3. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party.

7.4. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies.

7.5. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or

enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

7.6. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents at all or in any particular manner or order, or to apply any cash proceeds of Patents in any particular order of application. Debtor acknowledges that Varilease will assign this Agreement to ICON Capital Corp. or an affiliated entity of ICON Capital Corp. ("ICON"). Debtor hereby acknowledges that upon the assignment of this Agreement by Varilease to ICON, ICON shall have all the rights and privileges of Varilease under this Agreement.

7.7. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof.

7.8. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement.

7.9. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of law provisions.

7.10. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Patent Security Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:
VARILEASE FINANCE, INC.

By: _____

Name _____

Title: _____

LESSEE:
ANCHOR TOOL & DIE CO. d/b/a
ANCHOR MANUFACTURING GROUP, INC.

By:  _____

Name: Frederick A. Pfaff

Title: President & CEO

enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

7.6. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents at all or in any particular manner or order, or to apply any cash proceeds of Patents in any particular order of application. Debtor acknowledges that Varilease will assign this Agreement to ICON Capital Corp. or an affiliated entity of ICON Capital Corp. ("ICON"). Debtor hereby acknowledges that upon the assignment of this Agreement by Varilease to ICON, ICON shall have all the rights and privileges of Varilease under this Agreement.

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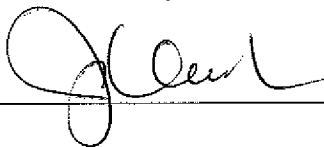
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IN WITNESS WHEREOF, Lessee and Lessor have caused this Patent Security Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:
VARILEASE FINANCE, INC.

LESSEE:
ANCHOR TOOL & DIE CO. d/b/a
ANCHOR MANUFACTURING GROUP, INC.

By: _____



Name _____

Jennifer S. Charles
Assistant Secretary

Title: _____

By: _____

Name: _____

Title: _____

Schedule 1

Patents

	<u>TYPE</u>
Axially Adjustable Steering Column Assembly with Flexible Bearing Sleeve Serial No./Patent No. 10/692,217 - Filed 10/23/03	U.S.-Utility
Non-Linear Energy Absorbing Column Assembly Serial No. 10/165,333, Filed 06/07/02; Patent No. 6,729,648, Issued 06/04/04;	US-Utility
Axially Adjustable Steering Column Assembly with Flexible Bearing Sleeve Serial No. 10 2004 051 670.7 Filed 10/22/04	German

Exhibit A

None

ASSIGNMENT AGREEMENT

In consideration of the payment by ICON INCOME FUND TEN, LLC ("Assignee") to VARILEASE FINANCE, INC. ("Assignor") of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties hereby agree as follows:

1. Assignor does hereby sell, convey, assign and transfer to Assignee, and the successors, assigns and representatives of the Assignee, Assignor's entire right, title and interest in and under that certain Patent Security Agreement, dated July 28, 2006 (the "Patent Security Agreement"), between Assignor and ANCHOR TOOL & DIE CO. d/b/a ANCHOR MANUFACTURING GROUP, INC. (collectively, "Anchor"), together with any rights, title and interest granted thereunder to Assignor, including without limitation, any security interests and liens granted to Assignor by Anchor in and under the Patents (as defined therein) and as set forth in Schedule I hereto.

2. Assignor hereby covenants that no assignment, sale, agreement or encumbrances has been or will be made or entered into which would conflict with this Assignment.

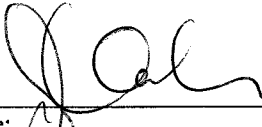
3. This Assignment is being executed, delivered and performed pursuant to that certain Purchase and Assignment Agreement, dated July 28, 2006 (the "Purchase Agreement"), between Assignor and Assignee, and nothing herein shall merge, extinguish, limit or otherwise affect any of the representations, warranties, covenants, conditions or other provisions in the Purchase Agreement or any of the other agreements, instruments or documents executed or delivered in connection therewith, all of which shall survive the execution, delivery and performance of this Assignment in accordance with their respective terms.

4. This Assignment shall be binding upon and inure to the benefit of Assignee, the Assignor and its estate, and their respective successors and assigns.


5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR
VARILEASE FINANCE, INC.

By: 
Name: **Jennifer S. Charles**
Title: **Assistant Secretary**

ASSIGNEE:
ICON INCOME FUND TEN, LLC
By: ICON Capital Corp., its Manager

By: 
Name: **Michael Reisner**
Title: **Executive Vice-President**

**SCHEDULE I
PATENTS**

	<u>TYPE</u>
Axially Adjustable Steering Column Assembly with Flexible Bearing Sleeve Serial No./Patent No. 10/692,217 - Filed 10/23/03	U.S.-Utility
Non-Linear Energy Absorbing Column Assembly Serial No. 10/165,333, Filed 06/07/02; Patent No. 6,729,648, Issued 06/04/04;	US-Utility
Axially Adjustable Steering Column Assembly with Flexible Bearing Sleeve Serial No. 10 2004 051 670.7 Filed 10/22/04	German