

# 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
Breeze Industrial Products Corporation	08/10/2006
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	525 WEST MONROE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10967623
Application Number:	60658475
Application Number:	09937462
Application Number:	60610377
CORRESPONDENCE DATA	
Fax Number:	(312)577-4782
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312.577.8525
Email:	terese.scholl@kattenlaw.com
Correspondent Name:	KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Terese Scholl
Total Attachments: 6 source=Breeze PSA#page1.tif source=Breeze PSA#page2.tif	

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**PATENT**  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 10, 2006, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Affiliates of the Grantor parties thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BREEZE INDUSTRIAL PRODUCTS  
CORPORATION, a Delaware corporation  
as Grantor

By:   
Name: Greg Reppuhn  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

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

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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

Very truly yours,


BREEZE INDUSTRIAL PRODUCTS  
CORPORATION, a Delaware corporation  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:   
Name: Brian E. Sommerfeld  
Title: Duty Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of MICHIGAN )

County of OAKLAND )

ss.

On this 9 day of AUGUST, 2006 before me personally appeared GREG REPPUN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BREEZE, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

JOHN W. GARNER  
Notary Public, Oakland County, MI  
My Commission Expires 12/30/2007

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS / PATENT APPLICATIONS

<u>No.</u>	<u>Title or Mark</u>	<u>Country</u>	<u>Serial No. Filing Date</u>	<u>Patent/Reg. No. Issue Date</u>	<u>Status/Notes</u>	<u>Current Assignee/ Registrant</u>
1	V INSERT EDGE CONTOUR	US	10/967,623 10/18/2004  Claims priority of 60/511,839 f. 10-16-2003	N/A	Pending	BIPC
2	T-BOLT CLAMP	PCT	PCT/US2005/331 90 03-30-2006  corres. to 60/610,377 09/16/2004 11/368,549 3-6-2006	N/A	Pending 3-17-2007 - CH II National Phase Deadline	Not Yet Assigned (BIPC)
3	T-BOLT QUICK ATTACH LATCH	US	Claims priority of 60/658,475 03-04-2005	N/A	Pending	
4	T-BOLT QUICK ATTACH LATCH	PCT	PCT/US2006/084 05 3-6-2006	N/A	Pending 9-4-2007 - CH II National Phase deadline	Not Yet Assigned (BIPC)
5	CLAMP ASSEMBLY	US	09/937,462 09-24-2001	6,389,654 05-21-2002	Issued 9-24-2021 - patent expires	BIPC

IP LICENSES

- A. General Terms Agreement between The Boeing Company and TransTechnology/Breeze Industries entered into as of August 10, 1999, and Special Business Provisions between The Boeing Company and TransTechnology/Breeze Industries entered into as of June 12, 2000.