

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

FIRST LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
COLUMBUS STEEL CASTINGS COMPANY	11/10/2006
ZERO MANUFACTURING, INC.	11/10/2006

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, AS THE ADMINISTRATIVE AGENT
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	6857375
Patent Number:	6758919
Patent Number:	6550394
Patent Number:	6546877
Patent Number:	6543367
Patent Number:	6405657
Patent Number:	6354226
Patent Number:	6196134
Patent Number:	6089165
Patent Number:	6079335
Patent Number:	5992330
Patent Number:	5967349
Patent Number:	5947031

PATENT

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REEL: 018616 FRAME: 0419

OP \$1120.00 6857375

Patent Number:	5943964
Patent Number:	5927522
Patent Number:	5927521
Patent Number:	5924366
Patent Number:	5762003
Patent Number:	5462139
Patent Number:	5456187
Patent Number:	4771529
Patent Number:	4760799
Patent Number:	D516817
Patent Number:	D510806
Patent Number:	D500206
Patent Number:	5966176
Patent Number:	D392300
Application Number:	10782409

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 71 S. Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
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Total Attachments: 9

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of November 10, 2006 (this "Agreement"), is made by COLUMBUS STEEL CASTINGS COMPANY, a Delaware corporation and ZERO MANUFACTURING, INC., a Delaware corporation (collectively, the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of November 10, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of November 10, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following ("Patent Collateral"):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing

("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a "Patent License"), including each Patent License referred to in Item B of Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (vi) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent 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 Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Parent and any of its Subsidiaries. Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination subject to, in the case of any such termination, the terms of the Intercreditor Agreement, including any requirement to deliver such Collateral to the lenders under the Second Lien Credit Agreement (or any agent on their behalf) in accordance with the Intercreditor Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent 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 Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

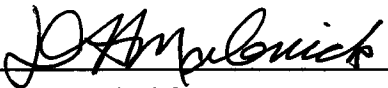
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5 1401 AND 5 1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

COLUMBUS STEEL CASTINGS COMPANY


By: 
Name: Don Malenick
Title: Chief Executive Officer

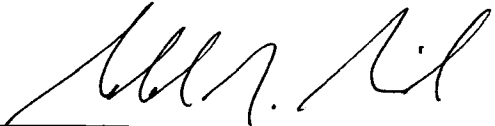
ZERO MANUFACTURING, INC.

By: Stephen Henderson

Name: Stephen Henderson
Title: Chief Executive Officer

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY,
as the Administrative Agent

By: 
Name: **E. Lindsay Gordon**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

By: 
Name: **Gerald Girardi**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

SCHEDULE I
to First Lien Patent Security Agreement

COLUMBUS STEEL CASTINGS COMPANY

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	6,857,375	2/22/2005		Traction pins for railway cars
U.S.	6,758,919	7/6/2004		Cast steel composition for railway components
U.S.	6,550,394	4/22/2003		Retractable auxiliary bumper for hydraulic or pneumatic railway suspensions
U.S.	6,546,877	4/15/2003		Railway truck frame mounted load weight valve
U.S.	6,543,367	4/8/2003		Lightweight truck sideframe
U.S.	6,405,657	6/18/2002		Railway truck with equalizer beam mounted disc brake caliper
U.S.	6,354,226	3/12/2002		Lightweight truck bolster
China	1094852	11/27/2002		Lightweight truck bolster
U.S.	6,196,134	3/6/2001		Light weight truck bolster
U.S.	6,089,165	7/18/2000		Railway truck with underslung equilizer [sic] beams
U.S.	6,079,335	6/27/2000		Unsprung third rail collector beam support for a swing arm primary suspension railway truck
U.S.	5,992,330	11/30/1999		Railway vehicle suspension aligned truck
U.S.	5,967,349	10/19/1999		Spring tab shim support in rotary shank coupler
U.S.	5,947,031	9/7/1999		Railway truck leveling valve arrangement for closer overall height control
U.S.	5,943,964	8/31/1999		Lightweight draft arm
U.S.	5,927,522	7/27/1999		Tightlock coupler locklift assembly
China	1094856	11/27/2002		Tightlock coupler locklift assembly
U.S.	5,927,521	7/27/1999		Lightweight and topless draft arm
U.S.	5,924,366	7/20/1999		Side frame pedestal roof with rocker seats
U.S.	5,762,003	6/9/1998		Railroad hopper car underframe transition casting
Mexico	215142	7/9/2003		Railroad hopper car underframe transition casting
Canada	2281667	1/11/2005		Railroad hopper car underframe transition casting

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
China	1091702	10/2/2002		Railroad hopper car underframe transition casting
U.S.	5,462,139	10/31/1995		Cast bolt-on mounting bracket for supporting a disc brake on a railcar truck
Canada	2136589	7/28/1998		Cast bolt-on mounting bracket for supporting a disc brake on a railcar truck
U.S.	5,456,187	10/10/1995		Railroad truck axle assembly retention mechanism
U.S.	4,771,529	9/20/1988		Apparatus for tramming railway trucks
U.S.	4,760,799	8/2/1988		Lightweight railway vehicle truck
Mexico	164206	7/23/1992		Articulated railroad car connector

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
China*	98811518	10/6/1998
Mexico	PA/a/2001/07621	1/28/1999
Mexico	PA/a/2002/07273	7/26/2002
Mexico	PA/a/2000/07449	1/27/1999
Mexico	PA/a/1999/10705	5/14/1998
Mexico	PA/a/2000/08841	3/8/1999
Mexico	PA/a/2000/09132	3/16/1999
Mexico	PA/a/1999/08563	3/13/1998
Mexico	PA/a/2000/03012	3/27/2000
Mexico	PA/a/2000/09373	3/26/1999
Mexico	PA/a/2001/05677	12/6/1999
Mexico	PA/a/2000/09374	3/23/1999

Item B. Patent Licenses

<u>Country or Territory</u>	<u>Patent</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE

* In name of Buckeye Steel Co.; current status unknown.

ZERO MANUFACTURING, INC.

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	D516,817	3/14/2006		Handle portion of luggage
U.S.	D510,806	12/28/2004		Carrying case body
U.S.	D500,206	10/25/2005		Carrying case body
U.S.	5,966,176	10/12/1999		Camera housing
U.S.	D392,300*	3/17/1998		Camera housing

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	10/782,409	2/18/2004		

Item B. Patent Licenses

<u>Country or Territory</u>	<u>Patent</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE

* Patent is held by Zero Corporation. Zero Manufacturing, Inc. is unable to confirm ownership of such patent.