

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

80034-1214 (3)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ATC Leasing Company LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 21, 2006

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as agent

Internal Address:

Street Address: 401 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06851

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400

☐ Authorized to be charged by credit card☒ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

8. Payment Information

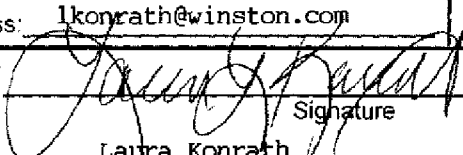
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$400.00 232428 10463397

700307594

PATENT
REEL: 018816 FRAME: 0095

Continuation
Item 7

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

1. U.S. Patent No. 4,949,985 entitled "Low Ride Saddle Mount", issued August 21, 1990; expires January 22, 2009;
2. U.S. Patent No. 5,465,813 entitled "Brake Unit for Towed Vehicle", issued November 14, 1995; expires September 16, 2013;
3. U.S. Patent No. 5,722,677 entitled "Apparatus for Transportation of Trucks", issued March 3, 1998; expires March 3, 2015;
4. U.S. Patent No. 6,120,051, entitled "Apparatus for Transportation of Trucks", issued September 19, 2000; expires January 19, 2013;
5. U.S. Patent Application Serial No. 10/463,397 entitled "Trailer Apparatus and Assembly for Transportation of Wheeled Vehicles", filed June 17, 2003 (pending; no expiration date);
6. U.S. Patent No. 6,109,642, entitled "Self-Lubricated King Pin and Saddle Assembly", issued August 29, 2000; expires October 1, 2018;
7. U.S. Patent Application Serial No. 09/650,207 entitled "Self-Lubricated King Pin and Saddle Assembly", filed August 29, 2000 (pending; no expiration date);
8. U.S. Patent Application Serial No. 60/761,720 entitled "Low Rise Saddle Mount", filed January 24, 2006; expires January 24, 2007;
9. Mexican Patent No. 227826 entitled "Self-Lubricated King Pin and Saddle Assembly", issued May 16, 2005; expires October 1, 2019;
10. Mexican Patent Application No. 10/00245 entitled "Trailer Apparatus and Assembly for Transportation of Vehicles", filed January 9, 2001 (pending; no expiration date);
11. Canadian Patent Application No. 2,345,793 entitled "Self-Lubricated King Pin and Saddle Assembly", filed October 1, 1999 (pending; no expiration date);
12. Canadian Patent Application No. 2,336,778 entitled "Trailer Apparatus and Assembly for Transportation of Vehicles", filed July 9, 1999 (pending; no expiration date);

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

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~~13~~ U.S. Patent Application Serial No. 11/463,390 entitled "Front Tow Extended Saddle"; filed August 9, 2006 (pending; no expiration date); and

10

~~14~~ U.S. Patent Application Serial No. 11/463,407 entitled "Reusable Light Bar"; filed August 9, 2006 (pending; no expiration date).

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EXECUTION VERSION

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 21, 2006, is made by ATC Leasing Company LLC ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative 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 December 21, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Parent, 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, each Grantor (other than the Borrower but including Parent) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 21, 2006 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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, each 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. Each 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 such 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 such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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, each 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,

ATC LEASING COMPANY LLC
as Grantor

By: 
Name: **MICHAEL S. TESTMAN**
Title: **PRESIDENT**

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

PATENT
REEL: 018816 FRAME: 0100

IN WITNESS WHEREOF, each 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,

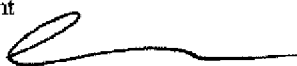
ATC LEASING COMPANY LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:


Name: DAVID L'HOMMIE
Title: DULY AUTHORIZED SIGNATORY

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR

State of WISCONSIN)
County of KENOSHA) ss.

On this 21st day of December, 2006 before me personally appeared M.S. Testman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M.S. TESTMAN, 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.

HL
Notary Public

My Commission
is PERMANENT

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