

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
Jason Incorporated	12/16/2005

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	299 Park Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7093684
Patent Number:	5601338
Patent Number:	6186467
Patent Number:	6359245
Patent Number:	7160183
Application Number:	60806501
Application Number:	11205552

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

PATENT

500219566

REEL: 018861 FRAME: 0165

CH \$280.00 7093684

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 747590

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 16, 2005, by JASON INCORPORATED, a Wisconsin corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amendment No. 4 to Credit Agreement, Omnibus Amendment to Credit Documents and Consent to certain Intercompany Transactions dated as of the date hereof by and among Grantor, as Borrower, the other Credit Parties thereto, Agent and the Persons signatory thereto from time to time as Lenders (the "Amendment"), Agent and Lenders have agreed to make certain amendments to the Credit Agreement dated as of August 4, 2000 by and among Grantor, as Borrower, the other Credit Parties, Agent and Lenders (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the other Loan Documents; and

WHEREAS, Agent and Lenders are willing to execute the Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing and all claims by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed to a third party under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and 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. To the extent any terms of this Patent Security Agreement conflict with any of the terms of the Security Agreement, the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, 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.

JASON INCORPORATED

By: [Signature]
Name: John S. Hengel
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

Signature page to Patent Security Agreement

IN WITNESS WHEREOF, 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.

JASON INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent,

By: h _____
Name: _____
Title: / _____

Ryan Cascade
Duly Authorized Signatory

Signature page to Patent Security Agreement

PATENT
REEL: 018861 FRAME: 0170

ACKNOWLEDGMENT OF GRANTOR

STATE OF Wisconsin
COUNTY OF Milwaukee) ss.

On this 28th day of October, 2005 before me personally appeared John G. Vogel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jason Incorporated, 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.

{seal}

Judith M. Herr
Notary Public JUDITH M. HERR

Signature page to Patent Security Agreement