

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
Arnco Corporation	03/26/2007

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	5678609
Patent Number:	6071872
Patent Number:	6152149
Patent Number:	5813658
Patent Number:	6059264
Patent Number:	5967495
Patent Number:	6796547
Patent Number:	7182104
Patent Number:	6921114
Patent Number:	5087153
Patent Number:	6370753
Patent Number:	5722702
Patent Number:	5027864
Application Number:	11678727

OP \$600.00 5678609

PATENT

500247347

REEL: 019069 FRAME: 0310

Application Number:

11248028

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

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Correspondent Name: Nancy Brougher c/o Goldberg Kohn

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ATTORNEY DOCKET NUMBER:

4975.123

NAME OF SUBMITTER:

Nancy Brougher

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 26, 2007, by ARNCO CORPORATION, an Ohio corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 22, 2007 by and among Grantor, certain affiliates of Grantor from time to time party thereto, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder to that certain Guarantee and Collateral Agreement dated as of March 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including pursuant to that certain Joinder to Guarantee and Collateral Agreement dated as of even date herewith, executed and delivered by Grantor, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable 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, 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.

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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

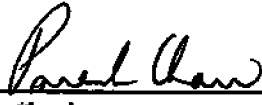
- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL 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 Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

ARNCO CORPORATION

By 
Name Paresh Chari
Title President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Name _____
Title _____

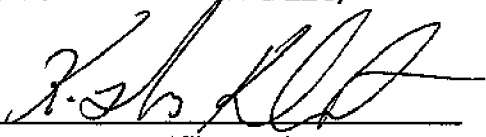
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARNCO CORPORATION

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By  _____
Name _____ Thomas Klimmek _____
Title _____ Managing Director _____

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Description	Patent Number	Date Patent Issued
Arnco Corporation	Aerial duct with ribbed liner	5678609	10/21/97
Arnco Corporation	Cable cleaning solution comprising a brominated hydrocarbon and an ester	6071872	06/06/2000
Arnco Corporation	Cable cleaning solution comprising a brominated hydrocarbon and an ester	6152149	11/28/2000
Arnco Corporation	Cable feeding apparatus and method	5813658	9/29/1998
Arnco Corporation	Cable feeding apparatus and method	6059264	05/09/2000
Arnco Corporation	Cable feeding apparatus and method	5967495	10/19/1999
Arnco Corporation	Collapsible duct	6796547	09/28/2004
Arnco Corporation	Collapsible duct	7182104	02/27/2007
Arnco Corporation	Coupler for conduits	6921114	07/26/2005
Arnco Corporation	Internally spiraled duct and methods of installation	5087153	02/11/1992
Arnco Corporation	Internally spiraled duct and methods of installation	B1 5087153	1/18/1994
Arnco Corporation	Method and apparatus for wrapping and installing cable	6370753	4/16/2002
Arnco Corporation	Plastic pipe compression coupler	5722702	03/03/1998

Grantor	Description	Patent Number	Date Patent Issued
Arnco Corporation	Tubular apparatus for transmission cable	5027864	07/02/1991

PATENT APPLICATIONS

Grantor	Description	Patent Application Number	Date Patent Applied
Arnco Corporation	Collapsible duct	11/678727	02/26/2007
Arnco Corporation	Thermal insulation of conduit bridge structures	11/248028	10/12/2005

PATENT LICENSES

1. Settlement and License Agreement dated April 15, 1998 by and between Arnco Corporation and Lamson & Sessions Company.
2. Confidential Settlement, License and Agreement effective December 31, 2004 by and between British Telecommunications, Plc, Level 3 Communications, Inc., Level 3 Communications, LLC, Kiewit Construction Company, Arnco Corporation, Condux International, Inc. and Sherman & Reilly, Inc.
3. Technology License Agreement dated January 1, 2001 by and between Arnco Corporation and Arnco de Mexico S.A. de C.V., as amended by January 1, 2001 Amendment to Technology License Agreement and Amendment Agreement dated January 1, 2004.