Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Kurz-Kasch, Inc.	04/04/2007

RECEIVING PARTY DATA

Name:	NC Bank, National Association			
Street Address:	00 First Avenue			
Internal Address:	mmercial Loan Service Center/DCC			
City:	Pittsburgh			
State/Country:	PENNSYLVANIA			
Postal Code:	15219			

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6086042
Patent Number:	6720853
Patent Number:	6864772
Patent Number:	7187161
Patent Number:	7100889
Patent Number:	7093529
Application Number:	10899772
Application Number:	11473006
Application Number:	11093829
Application Number:	11106852
Application Number:	11156430
PCT Number:	US0611883
PCT Number:	US0613387
PCT Number:	US0623785

PATENT

REEL: 019341 FRAME: 0554

500284917

CORRESPONDENCE DATA

Fax Number: (866) 459 - 2899

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

202-783-2700 Phone:

Email: Oleh.Hereliuk@federalresearch.com Correspondent Name: CBCInnovis dba Federal Research Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Washington, DISTRICT OF COLUMBIA 20005 Address Line 4:

ATTORNEY DOCKET NUMBER: 385904

NAME OF SUBMITTER: Oleh Hereliuk

Total Attachments: 8

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PATENT

REEL: 019341 FRAME: 0555

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement") is dated as of April 4, 2007, by and among KURZ-KASCH. INC., a Delaware corporation (the "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION (in its capacity as administrative agent for the Lenders (defined below), the "Secured Party"), pursuant to that certain First Lien Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Credit Agreement"), among Pledgor, WABASH MAGNETICS LLC, a Delaware limited liability company, certain of their affiliates, the financial institutions party thereto from time to time (collectively, the "Lenders"), and the Secured Party. Initially capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

RECITALS:

A. Pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Secured Party a lien and security interest in all General Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired Patents (defined below). Patent Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Secured Party a lien on and a continuing security interest in all of the Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired, to the extent included in the Collateral (as defined in the Credit Agreement):

- (1) each Patent referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each Patent License, including without limitation, each Patent License referred to in <u>Schedule 1</u> annexed hereto; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Pledgor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including without limitation, any Patent or Patent License referred to in <u>Schedule 1</u> annexed hereto, and any Patent issued pursuant to a patent application referred to in <u>Schedule 1</u> annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Credit Agreement. As used herein: (a) "Patent License" means any written agreement now or hereafter in existence granting to the Pledgor any right to use any invention on which a Patent is in existence,

Page 1

including without limitation, the agreements identified as patent licenses on Schedule 1; and (b) "Patents" means any and all (i) patents, patent applications, and patentable inventions, including without limitation, those identified as Patents on Schedule 1, and all of the inventions and improvements described and claimed therein; (ii) continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (iii) income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (v) other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by the Pledgor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Credit Agreement. To the extent there is any conflict between the terms of this Agreement and the Credit Agreement, the Credit Agreement shall control.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

KURZ-KASCH, INC., a Delaware corporation

Title: Vice President

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Peter Zimmerer

Title: Senior Vice President

Signature Page

AKURZ-KASCH First Lieb Patent Security Agreement (Kurz-Kasch) #4502783

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

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	s.	Alexander 1	5,	₹. ₽	€.7	1.	

KURZ-KASCH, INC., a Delaware corporation

Title: Vice President

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name: Peter Zimmerer

Title: Senior Vice President

Signature Page

\KURZ-KASCH, First Lien Patent Security Agreement (Kura-Kasch) #4502783

Schedule I to Patent Security Agreement

1. PATENT LICENSES

IL PENDING AND ISSUED PATENTS

44.8

(Pending and Issued Patents) As of April 4, 2007

	PATENTS							
OWNER	COUNTRY	FAMILY	ID: PATENT#	PATENT DATE:	APPL, #:	APPL, DATE:	TITLE:	
Kurz						11.09	D RESISTANT SOLENOID	
Kasch	United States	P2968	6086042	7/11/2000 30	7145	4/8/1998 ACT	BATED VALVE	
Kurz-	United							
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						VAL	VULA ACCIONADA POR	
Karw						SOM.	ENIDE RESISTENTE A LOS	
Kasch	Spani	F2968	2321375	12/16/2004 94	1915005	3/23/1989 FLUI	HOOS (Spanish)	
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Egsch	Bals	F2968	1068465	99	J915095.S	3/23/1999 Fluid	Resistant Solenoid Actuated Valve	
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Kasch	Germany	£2968	69917,346	5/4/2005 95	1915095	3/23/1999(Gen	san)	
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Schedule 1 to Patent Security Agreement (Kurz-Kasch/PNC)

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OWNE	R. COUNTR	Y FAMILY	10: PATENT#	PATENT DATE:	APPL. #:	APPL, DATE: FITLE:
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Rusch	United State	Contribution	6730853	1.33/2003 4 / 3		Electrically operated solenied having as
Kurz-	connen out	as ramm	0720833	4/13/280461	8.872	7/18/2003 adjustable actuator pm length
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Kurz-	174HEAR MAIN	C2 C 73.50	000407	21012002222	0463	2/5/2003 an integral armor tube cable protector
Kasch	United State	es F2971	20050007112	1/13/200561	Zod t	7/13/2003 Transsent protection of scusors
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Kasch	United State	68 1/3973		100	t yet filed	Latchable Prunger
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Kurv	United Stat	es 19167	20060232143	10/19/2006 11	/106852	4/15/2005 Over Molded Stator

Schedule 1 to Patent Security Agreement (Kurz-Kasch/PMC)

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	PATENTS							
OWNER	t COUNTR	Y FAMILY ID:	PATENT#	PATENT DATE:	APPL, #:	APPL DATE:	THEE:	
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Schedule 1 to Patent Security Agreement (Kurz-Kasch/PNC)

RECORDED: 05/29/2007

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