

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Air Logic Power Systems, LLC</td> <td>05/24/2007</td> </tr> </table>		Name	Execution Date	Air Logic Power Systems, LLC	05/24/2007							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>General Electric Capital Corporation, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>500 West Monroe</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60661</td> </tr> </table>			Name:	General Electric Capital Corporation, as Agent	Street Address:	500 West Monroe	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60661
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PROPERTY NUMBERS Total: 2												
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CORRESPONDENCE DATA												
Fax Number: (312)577-4782 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312.577.8525 Email: terese.scholl@kattenlaw.com Correspondent Name: KATTEN MUCHIN ROSENMAN Address Line 1: 525 WEST MONROE STREET Address Line 4: Chicago, ILLINOIS 60661												
NAME OF SUBMITTER:	Terese Scholl											
Total Attachments: 5 source=Patent - Air Logic#page1.tif source=Patent - Air Logic#page2.tif source=Patent - Air Logic#page3.tif source=Patent - Air Logic#page4.tif source=Patent - Air Logic#page5.tif												

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PATENT
 REEL: 019407 FRAME: 0184

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May ~~24~~, 2007, is made by AIR LOGIC POWER SYSTEMS, LLC, a Wisconsin limited liability company ("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 May ~~24~~, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, 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, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is a party to the Guaranty, Pledge and Security Agreement pursuant to which the Grantor is 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 Borrowers thereunder, 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, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. 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"):

1. 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;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

3. 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, Pledge 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, Pledge and Security Agreement and 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, Pledge 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. 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.

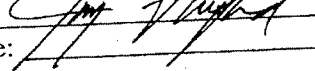
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.


Very truly yours,

AIR LOGIC POWER SYSTEMS, LLC, a
Wisconsin limited liability company, as
Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Daniel Shapiro
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
(AIR LOGIC POWER SYSTEMS, LLC)

Patient Registrations

1. REGISTERED PATENTS

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
Integrated leak and vision inspection system.	U.S.	09563960	5/3/00	6473169	10/29/02	Air Logic Power Sytems, Inc.

2. PATENT APPLICATIONS

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
Container leak detection apparatus and method	U.S.	10861122	6/4/04	--	--	Air Logic Power Sytems, LLC

3. IP LICENSES

None.