

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
Bolttech, Inc.	06/29/2007

RECEIVING PARTY DATA

Name:	PNC Mezzanine Partners III, L.P.
Street Address:	249 Fifth Avenue
Internal Address:	One PNC Plaza, 8th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5277084
Patent Number:	5690004
Patent Number:	6912933
Patent Number:	5970824
Patent Number:	6009775
Patent Number:	7082858
Patent Number:	5301574
Patent Number:	7225707

CORRESPONDENCE DATA

Fax Number: (412)209-1845

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

Phone: 4122974731

Email: jmartinez@cohenlaw.com

Correspondent Name: Cohen & Grigsby, P.C.

Address Line 1: 11 Stanwix Street

PATENT

500310217

REEL: 019529 FRAME: 0197

CH \$320.00 5277084

Address Line 2:	15th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-1319

ATTORNEY DOCKET NUMBER:	13159.0011
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NAME OF SUBMITTER:	Jennifer L. Magill
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Total Attachments: 5  
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## PATENT SECURITY AGREEMENT

This Agreement, dated as of June 29, 2007, is made between BOLTTECH, INC., a Pennsylvania corporation ("**Grantor**") (as successor by merger to Bolttech Acquisition Corp., a Delaware corporation ("**Acquisition Corp.**")), and PNC MEZZANINE PARTNERS III, L.P., a Delaware limited partnership, as Collateral Agent for the Investors under the Securities Purchase Agreement (the "**Collateral Agent**")

### PREAMBLE

Acquisition Corp., Bolttech Holdings, LLC ("**Holdings**") and the Investors entered into that certain Securities Purchase Agreement of even date herewith (as the same may be amended, the "**Securities Purchase Agreement**"), pursuant to which the Investors have agreed to provide certain financial accommodations to Acquisition Corp. and Holdings for certain purposes describe therein, including to support Acquisition Corp.'s acquisition of Grantor, pursuant to which Acquisition Corp. merged with and into Grantor, which as the surviving corporation became the borrower and an Obligor under the Securities Purchase Agreement by operation of law. As a condition to the obligations of the parties under the Securities Purchase Agreement, the Investors require that Grantor enter into this Agreement. Therefore, the parties agree as follows with the intent to be legally bound.

### AGREEMENT

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Securities Purchase Agreement.

2. Grant of Security Interest in Patent Collateral. As security for the full, prompt and complete payment and performance of each of the Obligations when due (whether at stated maturity, by acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) (and any successor provision thereof)), Grantor hereby grants to the Collateral Agent, for the benefit of the Collateral Agent and the Investors, a continuing Lien on and security interest in all of Grantor's right, title and interest in and to the following personal property in each case whether now owned or existing or hereafter acquired or arising (including, without limitation, by virtue of the Merger) and wherever located (the "**Patent Collateral**"):

(a) all of its patents, patent applications and all licenses or other agreements providing for the grant by or to such Grantor of any right under any patent or patent application, whether now owned or existing or hereafter acquired or arising and wherever located, including, without limitation, those set forth on Schedule A hereto, as the same may be updated from time to time;

(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 to Grantor or asserted by Grantor 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

3 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to Section 3.15 of the Securities Purchase Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth on Schedule 3.15 of the Securities Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4 Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral subject to a security interest hereunder. Grantor agrees to record this Agreement with each appropriate government office at its own expense.

5. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred by Grantor, whether by operation of law or otherwise, without the prior consent of the Collateral Agent; (c) may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument; (d) together with the other Transaction Documents, contain the entire agreement of the parties with respect to the transactions contemplated hereby and thereby and supersede all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the Collateral Agent and the Investors and their respective successors and assigns. The waiver by the Collateral Agent or the Investors of any breach or violation of any provision of this Agreement will not operate or be construed a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[signature page follows]

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

GRANTORS:

BOLTTECH ACQUISITION CORP.

By: [Signature]  
Title: CEO

BOLTTECH HOLDINGS, LLC

By: [Signature]  
Title: CEO

ACCEPTED AND AGREED  
as of \_\_\_\_\_, 2007:

PNC MEZZANINE PARTNERS III, L.P.,  
as Collateral Agent

By: Allegheny Mezzanine Partners, LLC, its sole general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

**GRANTOR:**


BOLTTECH, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of June 29, 2007:

PNC MEZZANINE PARTNERS III, L.P.,  
as Collateral Agent

By: Allegheny Mezzanine Partners, LLC, its sole general partner

By:   
Title: Managing Director

SCHEDULE A

**PATENT COLLATERAL**

- 1) United States Patent Number 5,277,084
- 2) United States Patent Number 5,690,004
- 3) United States Patent Number 6,912,933
- 4) United States Patent Number 5,970,824
- 5) United States Patent Number 6,009,775
- 6) United States Patent Number 7,082,858
- 7) United States Patent Number 5,301,574
- 8) United States Patent Number 7,225,707