

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
EMP Advanced Development, LLC	06/15/2007

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt Seven, Suite 23
Internal Address:	Attention: EMP Account Manager
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-1177

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6951606
Application Number:	11063366
Application Number:	10642881
Application Number:	10651533
Application Number:	10378119
Application Number:	11125653
Application Number:	11125557
Application Number:	11125440
Application Number:	11401769
Application Number:	11399901
Application Number:	11400511
Application Number:	11644065
Application Number:	11470429
Application Number:	60844006

PATENT

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REEL: 019699 FRAME: 0847

CH \$560.00 6951606

CORRESPONDENCE DATA

Fax Number: (816)421-0596

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

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Address Line 4: Kansas City, MISSOURI 64105

ATTORNEY DOCKET NUMBER:

76221.009

NAME OF SUBMITTER:

Patricia Toalson

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 15, 2007, is by EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of April 7, 2005, among Grantor, Engineered Machined Products, Inc., a Michigan corporation ("EMP-MI"), Engineered Machined Products, Inc. (dba Engineered Machined Products of Indiana, Inc.), an Indiana corporation ("EMP-IN"), E.M.P. Racing, Inc., a Michigan corporation ("EMP-Racing" and, together with Grantor, EMP-IN, and EMP-Racing, "Borrowers"), the other Credit Parties signatory thereto, Agent, LaSalle Business Credit, LLC, as Revolving Credit Agent, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have made and agreed to make the Loans to and incur the Letter of Credit Obligations on behalf of Borrowers.

WHEREAS, in connection with the Credit Agreement, Borrowers and Agent entered into that certain Amended and Restated Security Agreement, dated as of April 7, 2005 (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement.

WHEREAS, Grantor and the other Borrowers received additional financing from certain other lenders ("Other Lenders") with whom Agent entered into certain intercreditor and subordination agreements (as such agreements may be from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Agreements") setting forth their relative priorities with respect to the Patent Collateral.

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 (including the preamble and the recitals to this Patent Security Agreement) have the meanings given to them in the Security Agreement or, if not defined therein, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of itself and Lenders, a continuing 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 those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and 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. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit 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.

4. INTERCREDITOR AGREEMENTS. Notwithstanding anything herein to the contrary, Agent's rights and interests under this Patent Security Agreement are subject to the rights and interests, if any, of the Other Lenders as set forth in the Intercreditor Agreements.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

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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.

EMP ADVANCED DEVELOPMENT, LLC, a
Michigan limited liability company

By: Engineered Machined Products, Inc., its
Manager

By: Rick W. Nardi
Name: Rick W. Nardi
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR:

STATE OF INDIANA)
COUNTY OF Hancock) ss.


On this 15 day of June, 2007 before me personally appeared Rick W. Nardi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of Engineered Machined Products, Inc., a Michigan corporation, Manager of said company, that the said instrument was signed on behalf of said company authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

Mark B. Baker
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation,
as Agent for Lenders

By: 
Name: Robert A. Miller
Title: Duly Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

TITLE	PUBLICATION NO./ PATENT NO.	PUBLICATION DATE/ISSUE DATE	STATUS
THERMAL MANAGEMENT SYSTEM AND METHOD FOR A HEAT PRODUCING SYSTEM	20060185626	8/24/06	Published
AUXILIARY FILTRATION SYSTEM AND FILTERING METHOD	6,951,606	10/4/05	Issued
ELECTRONIC FLUID PUMP WITH AN ENCAPSULATED STATOR ASSEMBLY	20040081566	4/29/04	Published
ELECTRONIC FLUID PUMP	20040037715	2/26/04	Published
FLUID VALVE	20030217775	11/27/03	Published
COOLING SYSTEM AND METHOD FOR COOLING A HEAT PRODUCING SYSTEM	20060254292	11/16/06	Published
ROTARY AXIAL FAN ASSEMBLY	20060257251	11/16/06	Published
COOLING SYSTEM AND METHOD FOR COOLING A HEAT PRODUCING SYSTEM	20060254291	11/16/06	Published

PATENT APPLICATIONS

ROTARY FAN WITH ENCAPSULATED MOTOR ASSEMBLY	11/401769	4/11/06	Unpublished/Pending
FLUID VALVE	11/399901	4/7/06	Unpublished/Pending
FLUID VALVE	11/400511	4/7/06	Unpublished/Pending
CENTRIFUGAL PUMP	11/644065	12/22/06	Unpublished/Pending
FLUID CLEANING SYSTEM	11/470429	9/6/06	Unpublished/Pending
LUBRICANT MANAGEMENT SYSTEM FOR AN ENGINE	60/844006	9/12/06	Unpublished/Pending