Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Lincoln Industrial Corporation	07/11/2007
Orsco, Inc.	07/11/2007
Alemite, LLC	07/11/2007

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent	
Street Address:	70 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	

PROPERTY NUMBERS Total: 56

Property Type	Number
Patent Number:	5349895
Patent Number:	5779105
Patent Number:	7228729
Patent Number:	6135327
Patent Number:	D409059
Patent Number:	6142393
Patent Number:	5037009
Patent Number:	6675829
Patent Number:	6286627
Patent Number:	6405810
Patent Number:	6901841
Patent Number:	4954054
Patent Number:	5465646
	DATENT

PATENT "
REEL: 019773 FRAME: 0907

500347405

Patent Number:	5868224
Patent Number:	6244387
Patent Number:	6631787
Patent Number:	6705432
Patent Number:	6810998
Patent Number:	6863157
Patent Number:	6986407
Patent Number:	6698551
Patent Number:	6808048
Patent Number:	6736292
Patent Number:	6923348
Patent Number:	D427864
Patent Number:	6102676
Patent Number:	6634639
Patent Number:	6742624
Patent Number:	6719095
Patent Number:	4976192
Patent Number:	6234188
Patent Number:	5038893
Patent Number:	4870891
Patent Number:	D332957
Patent Number:	D329812
Patent Number:	5277339
Patent Number:	D382574
Patent Number:	D382575
Patent Number:	5906047
Patent Number:	5944146
Patent Number:	6431046
Patent Number:	7004357
Application Number:	10904204
Application Number:	10906987
Application Number:	11299837
Application Number:	11460569
Application Number:	29271694
Application Number:	11657663

REEL: 019773 FRAME: 0908

Application Number:	11460356
Application Number:	10928920
Application Number:	11759650
Application Number:	11245967
Application Number:	11424578
Application Number:	11405113
Application Number:	11692242
Application Number:	10402457

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

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Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31915
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 12 source=31915#page1.tif source=31915#page2.tif source=31915#page3.tif source=31915#page4.tif source=31915#page5.tif source=31915#page6.tif source=31915#page7.tif source=31915#page8.tif source=31915#page9.tif source=31915#page10.tif source=31915#page11.tif source=31915#page12.tif

SHORT FORM FIRST LIEN PATENT SECURITY AGREEMENT (the "<u>Agreement</u>"), dated as of July 11, 2007, among LN ACQUISITION CORP., the Subsidiary Parties listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "<u>Collateral Agent</u>").

Reference is made to the First Lien U.S. Guarantee and Collateral Agreement dated as of July 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among LN Acquisition Corp., a Delaware corporation (the "Borrower"), Lincoln Holdings Enterprises, Inc. ("Holdings"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower and to Lincoln GmbH, a corporation organized under the laws of Germany (the "German Borrower"), subject to the terms and conditions set forth in the Credit Agreement dated as of July 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the German Borrower, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and each of the Borrower and the Subsidiary Parties are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues,

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continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LN ACQUISITION CORP.,

bv

Name: Michael P. Santoni Title: Sentor VP Finance

FIRST LIEN PATENT SECURITY AGREEMENT

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EACH OF THE SUBSIDIARY PARTIES LISTED ON SCHEDULE I HERETO,

Name: Michael P. Santoni Title:

FIRST LIEN PATENT SECURITY AGREEMENT

[[2722,345]]

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:

Title:

BERNARD J. LILLIS MANAGING DIRECTOR

FIRST LIEN PATENT SECURITY AGREEMENT

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[[2722345]]

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PATENT

REEL: 019773 FRAME: 0914

Subsidiary Parties

Lincoln Industrial Corporation

Orsco, Inc.

Alemite, LLC

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SCHEDULE II TO FIRST LIEN PATENT SECURITY AGREEMENT U.S. PATENTS AND PATENT APPLICATIONS LINCOLN INDUSTRIAL CORPORATION

Country	Application Number	Date of Application	Registration Number	Date of Grant / Registration
United States	07/980,552	11/23/1992	5,349,895 9/27/1994	
United States	08/909,281	8/11/1997	5,779.105	7/14/1998
United States	11/692,242	3/28/2007		
United States	11/460,062	7/26/2006	7,228,729	6/12/2007
United States	09/164,655	10/1/1998	6,135,327	10/24/2000
United States	29/088,400	5/22/1998	D 409,059 5/4/1999	
United States	09/444,158	11/22/1999	6,142,393 11/7/2000	
United States	07/283,503	12/12/1988	5,037,009 8/6/1991	
United States	11/424,578	6/16/2006		
United States	11/405.113	4/17/2006		
United States	10/059,567	1/29/2002	6,675,829	1/13/2004
United States	09/382,739	8/25/1999	6,286,627 9/11/2001	
United States	09/450,916	11/29/1999	6,405,810 6/18/2002	
United States	10/630,288	7/30/2003	6,901,841	6/7/2005

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Country	Application Number	Date of Application	Registration Number	Date of Grant / Registration
United States	07/980,552	11/23/1992	5,349,895	9/27/1994
United States	11/245,967	10/7/2005		
United States	07/252,195	9/30/1988	4,954,054	9/4/1990
United States	11/759,650	6/7/2007		
United States	08/200,622	2/23/1994	5,465,646	11/14/1995
United States	11/460,356	7/27/2006		
United States	10/928,920	8/27/2004		
United States	08/881,647	6/24/1997	5,868,224	2/9/1999
United States	09/542,190	4/4/2000	6,244,387 6/12/2001	
United States	09/730,173	12/5/2000	6,631,787	10/14/2003
United States	10/045,214	11/9/2001	6,705,432	3/16/2004
United States	10/649,183	8/27/2007	6,810,998	11/2/2004
United States	10/649,497	8/27/2003	6,863,157	3/8/2005
United States	10/777,298	2/12/2004	6,986,407 1/17/2006	
United States	10/402,457	3/28/2003	8.872,161 3/29/2005	
United States	10/115,102	4/2/2002	6,698,551	3/2/2004
United States	10/747,508	12/29/2003	6,808,048	10/26/2004

Country	Application Number	Date of Application	Registration Number	Date of Grant / Registration
United States	07/980,552	11/23/1992	5,349,895	9/27/1994
United States	10/086,394	3/1/2002	6,736,292	5/18/2004
United States	10/685,056	10/14/2003	6,923,348	8/2/2005
United States	29/109,347	8/13/1999	D 427,864	7/11/2000
United States	09/151,526	9/11/1998	6,102,676	8/15/2000
United States	09/607,388	6/30/2000	6,634,639 4/2/2002	
United States	10/059,718	1/29/2002	6,742,624	6/1/2004
United States	09/961,706	9/24/2001	6,719,095 4/13/2004	
United States	07/295,126	1/9/1989	4,976,192	12/11/1990
United States	09/313,687	5/18/1999	6,234,188	5/22/2001

U.S. PATENT OF ORSCO, INC.

Country	Application Number	Application Number Date of Application		Date of Grant / Registration
United States	07/411,678	09/25/1989	5,038,893	08/13/1991

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U.S. PATENTS AND PATENT APPLICATIONS OF ALEMITE, LLC

Country	Application Number	Date of Application	Registration Number	Date of Grant / Registration
United States	07/323,186	3/13/1989	4,870,891	10/3/1989
United States	29/608,183	11/1/1990	D332,957	2/2/1993
United States	29/676,721	3/27/1991	D329,812	9/29/1992
United States	08/062,734	5/11/1993	5,277,339	1/11/1994
United States	29/050,338	2/14/1996	D382,574	8/19/1997
United States	29/050,339	2/15/1996	D382,575	8/19/1997
United States	08/601,795	2/15/1996	5,906,047	5/25/1999
United States	08/749,799	11/15/1996	5,944,146	8/31/1999
United States	09/695,833	10/25/2000	6,431,046	8/13/2002
United States	10/249,900	5/15/2003	7,004,357	2/28/2006
United States	10/904,204	10/28/2004		
United States	10/906,987	3/15/2005		
United States	11/299,837	12/12/2005		
United States	11/460,569	7/27/2006		
United States	29/271,694	1/25/2007		

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Country	Application Number	Date of Application	Registration Number	Date of Grant / Registration
United States	11/657,663	1/25/2007		

RECORDED: 09/04/2007