

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
Eskridge, Inc.	01/29/2008
RECEIVING PARTY DATA	
Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5746517
Patent Number:	6464613
CORRESPONDENCE DATA	
Fax Number:	(212)836-7152
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128367319
Email:	psomelofske@kayescholer.com
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1:	425 Park Avenue
Address Line 2:	Room 16-06
Address Line 4:	New York, NEW YORK 10022-3598
ATTORNEY DOCKET NUMBER:	09711 / 0025
NAME OF SUBMITTER:	Paul J. Somelofske
Total Attachments: 3	
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SECURITY AGREEMENT

(PATENTS)

WHEREAS, Eskridge, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part, division, renewal or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations;

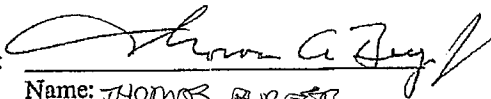
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantee's address is 505 Fifth Avenue, 4th Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 29th day of January, 2008.

ESKRIDGE, INC.

By: 
Name: THOMAS BURGER
Title: VICE PRESIDENT

SCHEDULE 1 TO SECURITY AGREEMENT

PATENTS

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>Title</u>	<u>Country</u>	<u>Inventor</u>	<u>Issue or Filing Date</u>
Eskridge, Inc.	5,746,517	Retaining Assembly for Roller Bearings	US	Darrell Lee Durham, Mark Anthony Johnson and David Wayne O'Reilly	12/30/1996 (filing date)
Eskridge, Inc.	6,464,613	Power-Shiftable Compound Planetary Transmission	US	Marshall Kolb and Darrell L. Durham	05/30/2001 (filing date)