

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
------------------------------	--------------------

<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Drives, LLC	05/27/2008

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Harris N.A.
<b>Street Address:</b>	201 South Grove Avenue
<b>City:</b>	Barrington
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60610

<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11687355
Application Number:	12025553

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(312) 845-3430
<b>Email:</b>	kalwa@chapman.com
<b>Correspondent Name:</b>	Richard Kalwa
<b>Address Line 1:</b>	111 West Monroe Street
<b>Address Line 2:</b>	Chapman and Cutler LLP
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1683390
--------------------------------	---------

<b>NAME OF SUBMITTER:</b>	Richard Kalwa
---------------------------	---------------

Total Attachments: 4  
 source=2449325#page1.tif  
 source=2449325#page2.tif

CH \$80.00 11687355

source=2449325#page3.tif  
source=2449325#page4.tif

## PATENT COLLATERAL AGREEMENT

This 27th day of May, 2008, Drives, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1009 First Street, Fulton, Illinois 61252-0350,, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 201 South Grove Avenue, Barrington, Illinois, 60610, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

DRIVES, LLC

By David Vogel  
Name: DAVID J. VOGEL  
Title: PRESIDENT & CEO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

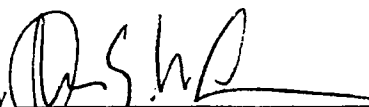
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

DRIVES, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  \_\_\_\_\_  
Name John Morlock  
Title SVP

SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT

U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
11/687,355	Revolving Rack for Chain Spools ("EZ RACK")	3/16/07
12/025,553	Roller Chain Wear Gauge ("EZ CHAIN WEAR GAUGE")	2/14/08