

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
Xaloy Incorporated	09/08/2008

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	5160690
Patent Number:	5185162
Patent Number:	5198268
Patent Number:	5565277
Patent Number:	5460850
Patent Number:	5202160
Patent Number:	5059453
Patent Number:	6942606
Patent Number:	7156550
Patent Number:	7063453
Patent Number:	7014353
Application Number:	60967220
Application Number:	60966378
Application Number:	60937495
Application Number:	60937171

CH \$720.00 5160690

Application Number:	61011294
Application Number:	61123502
Application Number:	12157304

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00307
-------------------------	--------------

NAME OF SUBMITTER:	Carole Dobbins
--------------------	----------------

Total Attachments: 10
source=Xaloy Incorporated Patent Security Agreement#page1.tif
source=Xaloy Incorporated Patent Security Agreement#page2.tif
source=Xaloy Incorporated Patent Security Agreement#page3.tif
source=Xaloy Incorporated Patent Security Agreement#page4.tif
source=Xaloy Incorporated Patent Security Agreement#page5.tif
source=Xaloy Incorporated Patent Security Agreement#page6.tif
source=Xaloy Incorporated Patent Security Agreement#page7.tif
source=Xaloy Incorporated Patent Security Agreement#page8.tif
source=Xaloy Incorporated Patent Security Agreement#page9.tif
source=Xaloy Incorporated Patent Security Agreement#page10.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 8, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Xaloy Incorporated, a Delaware corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", Agent and the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(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 or asserted 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this document and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Procedure. To the extent the terms of this Patent Security Agreement conflict with the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

XALOY INCORPORATED, a Delaware corporation, as Grantor

By:  _____

Name: Walter G. Cox, Jr.
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

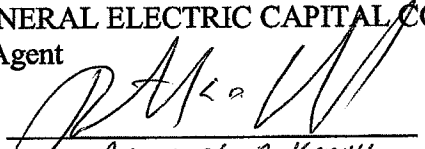
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

XALOY INCORPORATED, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: PATRICK D. KOGUL
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

U.S. Patents:

Name of Owner	Title of Patent	U.S. Patent No./Application No.	Issue/Publication Date
Xaloy Incorporated	Resin Molding Process Employing a Nickel-Based Alloy Liner	4,863,661	9/5/89 [Expired]
Xaloy Incorporated	Process for using a high pressure injection molding cylinder	5,160,690	11/3/92
Xaloy Incorporated	Corrosion and wear resistant bimetallic cylinder	5,185,162	2/9/93
Xaloy Incorporated	Method for preparing a feed screw for processing plastics	5,198,268	3/30/93
Xaloy Incorporated	Injection molding and extrusion barrels and alloy compositions thereof	5,565,277	10/15/96
Xaloy Incorporated	Hold-down device in apparatus for metalizing internal surfaces of metal bodies	5,460,850	10/24/95
Xaloy Incorporated	Apparatus for metalizing internal surfaces of tubular metal bodies	5,413,638	5/9/95 [Expired]
Xaloy Incorporated	Holdback control in apparatus for coating metal tubes internally	5,202,160	4/13/93
Xaloy Incorporated	Method and apparatus for metalizing internal surfaces of tubes/pipes	5,059,453	10/22/91
Xaloy Incorporated	High temperature corrosion resistant bimetallic cylinder	5,019,459	5/28/91 [Expired]
Xaloy Incorporated	Apparatus for	4,552,091	11/12/85 [Expired]

Name of Owner	Title of Patent	U.S. Patent No./Application No.	Issue/Publication Date
	metalizing metal bodies		
Xaloy Incorporated	Roll having multiple fluid flow channels for use in producing and processing sheet material	6,942,606	9/13/05
Xaloy Incorporated	Apparatus for plasticating thermoplastic resin including polypropylene	7,156,550	1/2/07
Xaloy Incorporated	Enhanced thermal conduction in apparatus for plasticating resinous material	7,063,453	6/20/06
Xaloy Incorporated	Apparatus for plasticating thermoplastics	7,014,353	3/21/06

Foreign Patents:

Name of Owner	Title of Patent	Patent/Application No.	Issue/Publication Date	Jurisdiction
Xaloy Incorporated	Resin molding process employing a nickel-based alloy liner	DE3927854	5/27/99	Germany
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	AT129293	11/15/95	Austria [Ceased]
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	EP0542631	05/19/93	European Patent
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	EP0542631	05/1/93	Austria [Lapsed]
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	EP0542631	05/19/93	Italy [Lapsed]
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	EP0542631	11/15/95	France [Lapsed]
Xaloy Incorporated	Method of preparing a feed screw for due processing plastics	EP0542631	05/19/93	Germany [Lapsed]
Xaloy Incorporated	High temperature corrosion resistant bimetal cylinder for injection molding machine	EP0453345	10/23/91	European Patent [Withdrawn]
Xaloy Incorporated	High temperature corrosion resistant bimetal cylinder for injection molding machine	JP6015708	01/25/94	Japan
Xaloy Incorporated	Apparatus for plasticating thermoplastics	WO2005065096	7/21/05	PCT
Xaloy Incorporated	Apparatus for plasticating thermoplastic resin including polypropylene	WO2006022839	3/2/06	PCT
Comaintel Inc., Xaloy Incorporated ¹	Apparatus and method for inductive heating a workpiece using an interposed thermal insulating layer	WO2008058363	5/22/08	WIPO

¹ Co-owned.

Name of Owner	Title of Patent	Patent/Application No.	Issue/Publication Date	Jurisdiction
Xaloy Incorporated	Apparatus for plasticating thermoplastic resin including polypropylene	EP1768823	4/4/07	European Patent
Xaloy Incorporated	Apparatus for plasticating thermoplastics	EP1711322	10/18/06	European Patent
Xaloy Incorporated	Resin molding process employing a nickel-based alloy liner	DE3927854	5/27/99	Germany

2. PATENT APPLICATIONS

U.S. Patent Applications:

Name of Owner	Title of Patent	U.S. Patent No./Application No.	Filing Date
Xaloy Incorporated	Induction barrel heating apparatus with profiled gap	60/967,220	08/31/07
Xaloy Incorporated	Hybrid induction barrel heating system	60/966,378	08/27/07
Xaloy Incorporated	Synchronous barrel temperature control	60/937,495	08/28/07
Xaloy Incorporated	Cost-reduced induction tunnel-coil	60/937,171	06/26/07
Xaloy Incorporated	Pelletizer With Induction Heated Die-Plate	61/011,294	01/16/08
Xaloy Incorporated	Induction Barrel Temperature Measurement And Control	61/123,502	04/09/08
Xaloy Incorporated	Induction Tunnel Coil	12/157,304 (Appl. No.) (Prov. Docket 4949.16)	06/09/08
Xaloy Incorporated	Heating System For Plastic Processing Equipment Having A Profiled Gap	(Prov. Dockets 4949.17 & 4949.19)	08/20/08
Xaloy Incorporated	Synchronized Temperature Control Of Plastic Processing Equipment	(Prov. Dockets 4949.17 & 4949.18)	08/20/08

Foreign Patent Applications:

Name of Owner	Title of Patent	Patent/Application No.	Filing Date	Jurisdiction
Xaloy Incorporated	Injection molding and extrusion barrels and alloy compositions thereof	EP0652101	10/15/96	European Patent [Withdrawn]
Xaloy Incorporated .	Enhanced thermal conduction in apparatus for plasticating resinous material	WO2005081818	2/11/05	PCT
Xaloy Incorporated	Roll having multiple fluid flow channels for use in producing and processing sheet material	WO2005005717	7/2/04	PCT
Xaloy Incorporated	Roll having multiple fluid flow channels for use in producing and processing sheet material	EP1639195	7/2/04	European Patent
Xaloy Incorporated	Enhanced thermal conduction in apparatus for plasticating resinous material	EP1718157	2/11/05	European Patent

3. IP LICENSES

Technology Agreement dated as of November 9, 2006 by and between Xaloy Incorporated and Comaintel, Inc.

Memorandum of Understanding dated September 24, 2007 by and between SABIC Innovative Plastics and Xaloy Incorporated (as amended).

Non-Return Ring Valve Patent License Agreement dated August 1, 2001 by and between Xaloy Incorporated, Flametech Corporation, Robert F. Dray, R. Dray Manufacturing of Texas, Inc., R. Dray Manufacturing, Inc.

Patent and Technology Development and License Agreement dated March 1, 2003 by and between Xaloy Incorporated, Flametech Corporation, Robert F. Dray, R. Dray Manufacturing of Texas, Inc., R. Dray Manufacturing, Inc.

License Agreement dated as of April 17, 2008 by and between Stratek Plastic Ltd. and Xaloy Incorporated.