

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Patent Number to 5,983,633, which was incorrectly recorded as Patent Number 0598363 previously recorded on Reel 017422 Frame 0137. Assignor(s) hereby confirms the Security Agreement..

CONVEYING PARTY DATA

Name	Execution Date
Autotronic Controls Corporation	03/31/2006

RECEIVING PARTY DATA

Name:	Antares Capital Corporation
Street Address:	500 W. Monroe, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5983633

CORRESPONDENCE DATA

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NAME OF SUBMITTER: Magdalini Rizakos

Total Attachments: 9
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PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/05/2006
500091190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Autotronic Controls Corporation	03/31/2006

RECEIVING PARTY DATA

Name:	Antares Capital Corporation
Street Address:	500 W. Monroe, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	0598363
Application Number:	10293762
Application Number:	10945421
Application Number:	10878753
Application Number:	10808038
Application Number:	09771351
Application Number:	09929724
Application Number:	09881615
Application Number:	11261891

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 Correspondent Name: Rakhee Verma c/o KattenMuchinRosenmanLLP
 Address Line 1: 525 West Monroe, Suite 1800

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Address Line 4: Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	207170-00154
NAME OF SUBMITTER:	Rakhee Verma
Total Attachments: 5 source=PTsec - AutoAntares#page1.tif source=PTsec - AutoAntares#page2.tif source=PTsec - AutoAntares#page3.tif source=PTsec - AutoAntares#page4.tif source=PTsec - AutoAntares#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of March 31, 2006, is between AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (the "**Grantor**") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent (as defined in the below described Credit Agreement, in such capacity, the "**Grantee**") for the benefit of the Lenders (as defined below).

RECITALS

WHEREAS, Grantor owns the issued Patents and Patent applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Grantor, certain of its affiliates (collectively with Grantor, the "**Borrowers**"), Grantee and the financial institutions that from time to time become lenders thereunder (the "**Lenders**"), providing for extensions of credit and other financial accommodations to be made to Grantor and the other Borrowers by Agent and Lenders; and

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor, certain of its affiliates and Grantee, Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and Patent applications and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

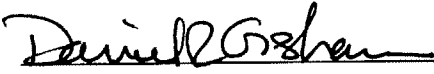
- (1) each Patent and Patent application, including, without limitation, the issued Patents (together with any reissues, continuations or extensions thereof) and Patent applications referred to in Schedule 1 annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any issued Patent including, without limitation, the issued Patents referred to in Schedule 1 annexed hereto, and the Patents issued with respect to the Patent applications referred in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

- Remainder of page intentionally left blank; signature page follows -

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

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: 
Name: **Daniel R. Gresham**
Title: **President & CEO**

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

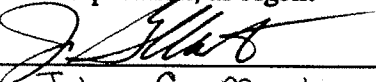
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**AUTOTRONIC CONTROLS
CORPORATION**, a Texas corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: John G. Martin
Title: Managing Director

Schedule 1
to
Patent Security Agreement

U.S. PATENTS

TITLE	Country	REG. NO.	ISSUE DATE	OWNER
Electronically Controlled Water Injection System	U.S.	5,983,633	11/16/99	Autotronic Controls Corp.

U.S. PATENT APPLICATIONS

TITLE	Country	APP. NO.	APP. DATE	OWNER
Ignition System Tachometer Driver	U.S.	10/293,762	11/13/02	Autotronic Controls Corp.
High Energy Ignition Pre-Dwell Control	U.S.	10/945,421	9/20/04	Autotronic Controls Corp.
Method and System for Control of Fumigation	U.S.	10/878,753	6/28/04	Autotronic Controls Corp.
Slew Rate Revlimiter	U.S.	10/808,038	3/24/04	Autotronic Controls Corp.
Digital Ignition	U.S.	2001771351	1/26/01	Autotronic Controls Corp.
Method and Apparatus For Controlling a Motorcycle Engine	U.S.	2001929724	8/14/01	Autotronic Controls Corp.
User Interface for Electronic Controller and timing sensor	U.S.	2001881615	6/14/01	Autotronic Controls Corp.
Fuel Pump	U.S.	11/261,891	10/28/05	Autotronic Controls Corp.