

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Accubuilt, Inc.	09/10/2009

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc., as Collateral Agent
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6309170
Patent Number:	6648579
Patent Number:	4966516
Patent Number:	5085555
Patent Number:	5542811
Patent Number:	6354616
Patent Number:	6655896
Patent Number:	6389670

CORRESPONDENCE DATA

Fax Number: (617)316-8263

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

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Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

CH \$320.00 6309170

500958976

PATENT
REEL: 023208 FRAME: 0466

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

240042-33

NAME OF SUBMITTER:

Adam M. Grandy

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2009, is between the undersigned ("Grantor") and NewStar Financial, Inc., in its capacity as collateral agent (the "Collateral Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of September 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Accubuilt, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto (the "Guarantors"), the Lenders from time to time party thereto (the "Lenders"), The PrivateBank and Trust Company, as administrative agent (the "Administrative Agent"), the Collateral Agent and NewStar Financial, Inc., as sole lead arranger and syndication agent, the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans and other extensions of credit to the Borrower;

WHEREAS pursuant to the Security Agreement, dated as of December 3, 2007, as amended by the First Amendment to Security Agreement, dated as of May 13, 2009, and the Omnibus Ratification and Confirmation Agreement, dated as of the date hereof (as so amended and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and the Collateral Agent, Grantor granted to the Collateral Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of the Secured Obligations (as defined in the Security Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that the Collateral Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Patent Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement and Security Agreement and used herein have the meaning given to them in the Credit Agreement and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patents

Grantor hereby grants to the Collateral Agent a security interest in, and continuing lien on, all of Grantor's right, title and interest in, to and under the Patents, including the Patents listed in Schedule A,

in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Secured Obligations (as defined in the Security Agreement).

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent on behalf of and for the ratable benefit of the Lenders pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks, any other applicable United States government officer or any applicable foreign government office record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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[Signature Page to Patent Security Agreement]

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

GRANTOR:

ACCUBUILT, INC.



By: _____

Name: Kevin Grady

Title: Executive Vice President and Chief Financial Officer

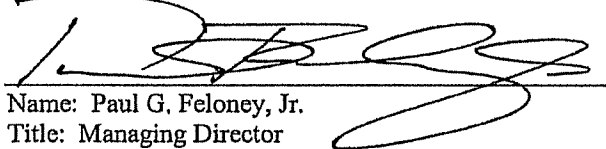
[Signature Page to Patent Security Agreement]

COLLATERAL AGENT:

NEWSTAR FINANCIAL, INC.

By: _____

Name: Paul G. Feloney, Jr.
Title: Managing Director

A handwritten signature in black ink, appearing to read "Paul G. Feloney, Jr.", written over a horizontal line.

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Accubuilt, Inc. - U.S. Issued Patents

Description	Patent No.	Issue Date
Vehicle wheelchair lift with mutually perpendicular pivot axes and parallelogram transport	6,309,170	10/30/2001
Platform lift	6,648,579	11/18/2003
Wheelchair Lift with Mutually Perpendicular Pivot Axes and parallelogram transport	6,309,170	10/30/2001
Vehicle access ramp having alternative pivots for stowing	4,966,516	10/30/1990
Spring biased vehicle access ramp	5,085,555	2/4/1992
Wheelchair lift with laterally displaceable support post for vertical and rotational displacement	5,542,811	8/16/1996
Enhanced Loading Floor for a Funeral Vehicle	6,354,616	3/12/2002
Vehicle with full size spare tire conversion and lifting mechanism	6,655,896	12/2/2003
Vehicle with Full-Size Spare Tire Conversion and Lifting Mechanism	6,389,670	5/21/2002