

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
Matthew Warren, Inc.	11/03/2009
RECEIVING PARTY DATA	
Name:	Dymas Funding Company, LLC, as Administrative Agent
Street Address:	One North Franklin, Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7357382
Patent Number:	7318691
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	Kristin Brozovic c/o Katten Muchin
Address Line 1:	525 W Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	215577-55
NAME OF SUBMITTER:	Kristin Brozovic
Total Attachments: 3 source=PSA- Matthew Warren Inc#page1.tif source=PSA- Matthew Warren Inc#page2.tif source=PSA- Matthew Warren Inc#page3.tif	

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ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, Matthew Warren, Inc., as successor by merger to Engineered Spring Products, Inc. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into an Amended and Restated Security Agreement, dated as of November 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

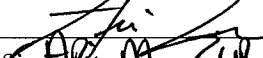
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 3, 2009.

MATTHEW WARREN, INC., a Delaware corporation

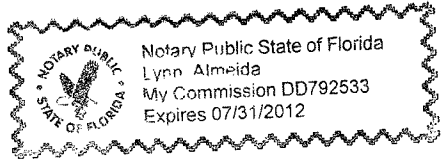
By: 
Name: Greg M. Cur
Title: Vice President

STATE OF Florida

SS.:
COUNTY OF Palm Beach

On this 3rd day of NOVEMBER, 2009, before me personally came ARI M. ZUR, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VICE PRESIDENT of MATTHEW WARREN, INC., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of MATTHEW WARREN, INC., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Lynn Almeida



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Patent	Application No.	Application Date	Patent No.	Registration Date	Current Owner/ Applicant
Hydraulic Load Centering Spring Perch	11255549	10/21/05	7357382	4/15/08	Matthew Warren, Inc.
Tool Apparatus for Milling Machine	10938711	9/10/04	7318691	1/15/08	Matthew Warren, Inc.