Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MAT Industries, LLC	12/23/2009

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1201 S. Milwaukee Avenue
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	5159961
Patent Number:	6866486
Patent Number:	6397729
Patent Number:	6431844
Patent Number:	6467394
Patent Number:	6779987
Patent Number:	6092998
Patent Number:	7125228
Patent Number:	7063515
Patent Number:	7481627
Patent Number:	6485269
Patent Number:	6688859
Patent Number:	6530760
Patent Number:	D449311
Patent Number:	D530725
	PATENT

REEL: 024278 FRAME: 0523

501156722

	510245
Patent Number: D5	510407
Patent Number: D5	531472
Patent Number: D4	152253
Patent Number: D4	166527
Patent Number: D4	155761
Patent Number: D5	519125
Patent Number: D5	524617
Patent Number: D4	146792
Patent Number: D4	47151
Patent Number: D5	508836
Patent Number: D5	508835
Patent Number: D4	162819
Patent Number: D4	147752
Patent Number: D4	162495
Patent Number: D4	147490
Patent Number: D5	509119
Patent Number: 640	06270
Application Number: 612	223616
Application Number: 119	941326
Patent Number: D4	146793

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 18103-355

NAME OF SUBMITTER: Laura Konrath

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2009, is between MAT Industries, LLC, an Illinois limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as agent for the benefit of the Lenders (as hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein (the "Lenders"), pursuant to which Grantor has reaffirmed its grant to Secured Party of 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 and Patent licenses, and all products and proceeds thereof, to secure the payment of the Liabilities; and

WHEREAS, Grantor owns the Patents listed on <u>Schedule 1</u> annexed hereto, and is a party to the Patent licenses listed on <u>Schedule 1</u> annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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, including without limitation, each Patent referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent license, including, without limitation, each Patent license listed on Schedule 1 annexed hereto; and
- (3) 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 Patent, including, without limitation, any Patent referred to in <u>Schedule 1</u> annexed hereto and any Patent licensed under any Patent license listed on <u>Schedule 1</u> annexed hereto.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[signature page follows]

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

MAT INDUSTRIES, LLC

By:
Steve Wang

Title: Manager

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders

By:____

ACKNOWLEDGMENT

State of <u>Illinais</u>)

County of <u>LAKA</u>)

ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Industries, LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public Suband

Signature Page to Patent Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above. MAT INDUSTRIES, LLC Title:____ Acknowledged: JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders By: Michael Jlinburg Title: Vice President ACKNOWLEDGMENT SS. County of On the date first set forth above before me personally appeared the above-indicated

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Industries, LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal} Notary Public

Signature Page to Patent Security Agreement

Schedule 1

MAT Industries, LLC

<u>Description</u>	Patent #	Date Granted
Inflator/deflator accessory for air compressor	5,159,961	10/03/1992
Pressure washer having oilless high pressure pump	6,866,486	03/15/2005
High pressure pump having bearing assembly pre-load apparatus	6,397,729	06/04/2002
High pressure pump having integral start valve	6,431,844	08/13/2002
Oilless High Pressure Pump	6,467,394	10/22/2002
Pressure washer having oilless high pressure pump	6,779,987	08/24/2004
Pump for a pressure washer	6,092,998	07/25/2000
Pressure washer having oilless high pressure pump	7,125,228	10/24/2006
Radial Fan	7,063,515	06/20/2006
Air compressor tools that communicate with an air compressor	7,481,627	01/27/2009
Detachable air compressor unit and system	6,485,269	11/26/2002
Fastener mounting arrangement	6,688,859	02/10/2004
Air compressor	6,530,760	03/11/2003
Compressor	D449,311	10/16/2001
Air compressor	D530,725	10/24/2006
Sander	D510,245	10/04/2005
Paint gun	D510,407	10/04/2005
Die grinder	D531,472	11/07/2006
Compressor	D452,253	12/18/2001
Air compressor	D466,527	12/03/2002

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<u>Description</u>	Patent #	Date Granted
Compressor	D455,761	04/16/2002
Inflator	D519,125	04/18/2006
Ratchet wrench	D524,617	07/11/2006
Compressor	D446,793	08/21/2001
Compressor	D446,792	08/21/2001
Compressor	D447,151	08/28/2001
Impact wrench	D508,836	08/30/2005
Air drill	D508,835	08/30/2005
Air compressor work table	D462,819	09/10/2002
Compressor	D447,752	09/11/2001
Air compressor work table	D462,495	09/03/2002
Compressor	D447,490	09/04/2001
Air hammer	D509,119	09/06/2005
Fuel tank and belt guard arrangement for compressor	6,406,270	06/18/2002

<u>Description</u>	Application #	Date Filed
Air compressor with a remote manifold	61/223,616	07/07/2009
Air compressor having a pneumatic controller for controlling output air pressure	11/941,326	11/16/2007

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