

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Patents)
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Eskridge, Inc.	07/31/2010
<b>RECEIVING PARTY DATA</b>	
Name:	CIT Lending Services Corporation, as administrative and collateral agent
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	5746517
Patent Number:	6464613
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)836-6337
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 836-7319
Email:	psomelofske@kayescholer.com
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1:	425 Park Avenue
Address Line 2:	16-06
Address Line 4:	New York, NEW YORK 10022-3598
ATTORNEY DOCKET NUMBER:	09711-0025
NAME OF SUBMITTER:	Paul J. Somelofske

Total Attachments: 3  
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**501250001**

**PATENT  
 REEL: 024776 FRAME: 0198**

**CH \$80.00 5746517**



## SECURITY AGREEMENT<sup>1</sup>

### (PATENTS)

WHEREAS, Eskridge, Inc., a Delaware corporation (herein referred to as “Grantor”), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the “Patents”);

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the “Grantee”) and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of July 31, 2010 (the “Security Agreement”) among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part, division, renewal or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the “Collateral”), to secure the prompt payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

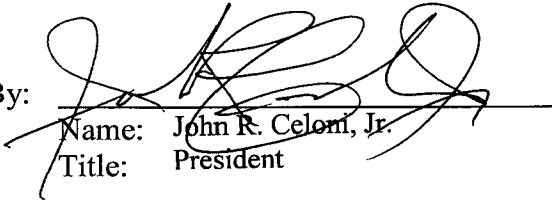
Grantee’s address is 505 Fifth Avenue, New York, NY 10017.

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<sup>1</sup> Note that when this Security Agreement is sent to the Patent and Trademark Office for recordation, it must be accompanied by an official PTO cover sheet; otherwise, it will be rejected by the PTO.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31<sup>st</sup> day of July, 2010.

ESKRIDGE, INC.

By:   
Name: John R. Celoni, Jr.  
Title: President

SCHEDULE 1 TO SECURITY AGREEMENT

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Retainer Assembly for Roller Bearings	5/5/1998	5,746,517
Power-Shiftable Compound Planetary Transmission	10/15/2002	6,464,613