

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
Weasler Engineering, Inc.	08/04/2010
RECEIVING PARTY DATA	
Name:	Antares Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
Internal Address:	Suite 1700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11579161
Application Number:	11915211
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-3865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn, 55 E. Monroe St.
Address Line 2:	Ste. 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	3972.047
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 9 source=Amended and Restated Patent, Trademark and Copyright Security Agreement#page1.tif	

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**AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 4th day of August, 2010 by and among Weasler Engineering, Inc., a Delaware corporation ("Borrower"), ASCP-Weasler Holdings, Inc., a Delaware corporation ("Holdings"), Weasler Engineering (Europe), Inc., a Delaware corporation ("Weasler Europe" and, together with Borrower and Holdings, each a "Debtor" and collectively the "Debtors"), and Antares Capital Corporation, a Delaware corporation, as administrative agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated as of October 3, 2005 by and among Borrower, Agent, and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make available certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a certain Security Agreement dated October 3, 2005 among Agent and each Debtor (as the same may hereafter be amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the "Security Agreement"), each Debtor has granted to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in, among other things, substantially all of such Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement. Terms defined in the Uniform Commercial Code, as in effect in the State of Illinois from time to time or, when the context relates to perfection or priority of a security interest, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction (the "UCC"), which are not otherwise defined in this Agreement or in the Security Agreement or Credit Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Debtor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of each Debtor's business connected with the use of and symbolized by the Trademarks.

3. Effect on Credit Agreement; Cumulative Remedies. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or

the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT THE APPLICABLE DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

4. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

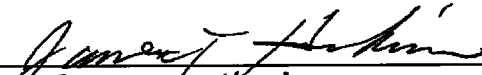
5. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

6. Amendment and Restatement. This Amended and Restated Patent, Trademark and Copyright Security Agreement constitutes an amendment and restatement of that certain Patent, Trademark and Copyright Security Agreement dated as of October 3, 2005 executed by Debtors in favor of Agent (as such has been amended, modified or supplemented from time to time).

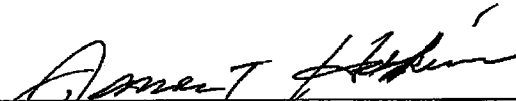
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

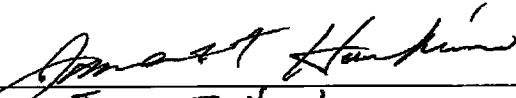
ASCP-WEASLER HOLDINGS, INC.

By: 
Name: James T. Hawkins
Title: President

WEASLER ENGINEERING, INC.

By: 
Name: James T. Hawkins
Title: President

WEASLER ENGINEERING (EUROPE), INC.

By: 
Name: James T. Hawkins
Title: President

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: Brian E. Sommerfeld
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PATENTS

A. ASCP-WEASLER HOLDINGS, INC.:

U.S. Patents

None

Foreign Patents

None

B. WEASLER ENGINEERING, INC.:

U.S. Patents

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>
Torque overload clutch	US20080214313	
Yoke with integral bridge and hub	US20080227555	
Cone style universal joint		5326322
Shear element type clutch		5531307
Automatic uncocking shaft sensing coupler		5632568
Torque overload clutch coupler for a torque transmitting driveline		5681222
Double cardan universal joint ball and socket seal		5688065
Automatic uncocking shaft sensing coupler		5779385
Torque overload clutch and clutch plate		5803811
Torque overload free motion devices		5807179
Detent torque overload clutch		6447397
Torsional vibration dampening assembly		6565445
Automatic latching lockout shaft sensing coupler		6666614
Telescopic guard for coupled shafts		7077754
Universal joint lubrication		7235016
Method and apparatus for lubricating bearings on a vertical shaft in a gearbox		7273132

Foreign Patents

<u>Country</u>	<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Europe	Radial Detent Torque Overload Clutch	2001200242	01/23/2001	EP 1197671	03/14/2007
Canada	Détente Torque Overload Clutch	09687667	10/30/2000	CA 2358817	10/01/2001
Canada	Torque Overload Clutch and Clutch Plate	2204349	05/02/1997	CA 2204349	09/08/1998
Canada	Automatic Uncocking Shaft Sensing Coupler	2173922	04/11/1996	CA 2173922	07/04/1997
Canada	Automatic Uncocking Shaft Sensing Coupler	2214179	08/28/1997	CA 2214179	04/26/1997
Canada	Torque Overload Free Motion Devices	2149486	05/16/1995	CA 2149486	08/28/1996
Canada	Shear Element Type Clutch	206130	03/02/1992	CA 2154855	07/27/1995
Canada	Cone Style Universal Joint	202130	03/02/1992	CA 2062130	06/10/1993
Canada	Ball Retainer	556011	01/07/1988	CA 1298097	10/30/1990
Canada	Shear Joint For Yoke	554220	12/14/1987	1273213	08/28/1990
Canada	Autolok	09/928762	08/13/2001	CA 2397518	08/12/2002

C. WEASLER ENGINEERING (EUROPE), INC.:

U.S. Patents

None

Foreign Patents

None

SCHEDULE A

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**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
COPYRIGHTS**

A. ASCP-WEASLER HOLDINGS, INC.:

U.S. Copyrights

None

Foreign Copyrights

None

B. WEASLER ENGINEERING, INC.:

U.S. Copyrights

<u>Title</u>	<u>Application No.</u>	<u>Copyright No.</u>
Weasler		TX0006903433

Foreign Copyrights

None.

C. WEASLER ENGINEERING (EUROPE), INC.:

U.S. Copyrights

None

Foreign Copyrights

None

**SCHEDULE C
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

TRADEMARKS

A. ASCP-WEASLER HOLDINGS, INC.:

U.S. Trademarks

None

Foreign Trademarks

None

B. WEASLER ENGINEERING, INC.:

U.S. Trademarks

<u>Country</u>	<u>Trademark Name</u>	<u>Application #</u>	<u>Registration #</u>
USA	Weasler		3076116
USA	[Design Only]		3076115
USA	Weasler		1215511
USA	W (DESIGN)		1380121

Foreign Trademarks

<u>Country</u>	<u>Trademark Name</u>	<u>App #</u>	<u>File date</u>	<u>Reg #</u>	<u>Reg Date</u>
Canada & US	WEASLER	0546691	07/29/1985	TMA316280	07/11/1986
Canada	(CIRCULAR DESIGN)	05466900	07/25/1999	TMA321346	12/05/1986

C. WEASLER ENGINEERING (EUROPE), INC.:

U.S. Trademarks

None

Foreign Trademarks

None

Schedule C

PATENT

RECORDED: 08/27/2010

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