

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
CITICORP USA, INC.	08/22/2011
RECEIVING PARTY DATA	
Name:	DEXTER AXLE COMPANY
Street Address:	2900 Industrial Parkway East
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7775544
Application Number:	12799178
Application Number:	12806304
CORRESPONDENCE DATA	
Fax Number:	(248)351-3082
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2487271471
Email:	byates@jaffelaw.com
Correspondent Name:	Brenda R. Yates
Address Line 1:	201 S. Main, Ste 300
Address Line 4:	Ann Arbor, MICHIGAN 48104
ATTORNEY DOCKET NUMBER:	MARCOT-DEXTER
NAME OF SUBMITTER:	Brenda R. Yates
Total Attachments: 4 source=citi patent release#page1.tif source=citi patent release#page2.tif source=citi patent release#page3.tif source=citi patent release#page4.tif	

CH \$120.00 7775544

RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS (this “Release”) is made as of August 22, 2011 (“Effective Date”) by Citicorp USA, Inc. and its successors, assigns and other legal representatives (in its capacity as Collateral Agent (as defined below)) in favor of Dexter Axle Company, a Delaware corporation, and Dexter Chassis Group, Inc., a Michigan corporation (each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 27, 2010, as amended and restated on August 6, 2010, as amended and restated on September 21, 2010, as amended on September 28, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Tomkins, LLC (formerly Pinafore, LLC) and Tomkins, Inc. (formerly Pinafore, Inc.) (the “Borrowers”), the Guarantors party thereto from time to time (including the Grantors), Citibank, N.A., as Administrative Agent, Citicorp USA, Inc., as Collateral Agent (the “Collateral Agent”), each lender from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain U.S. Security Agreement, dated as of July 27, 2010, as amended and restated on September 21, 2010 and as supplemented on September 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the grantors identified therein in favor of the Collateral Agent, each Grantor granted to the Collateral Agent a continuing security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the patent registrations and applications set forth on Schedule A hereto (collectively, the “Patents”). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors, certain of their affiliates and the Collateral Agent entered into a Patent Security Agreement, dated as of September 29, 2010 (the “Patent Security Agreement”);

WHEREAS, the Patent Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 025549, Frame 0407;

WHEREAS, pursuant to the terms of that that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of August 19, 2011, by and between Dexter Chassis Group, Inc. (the “Seller”), and EA Technologies, LLC, a Delaware

limited liability company (the "Buyer"), Seller is transferring, among other things, the Patents to Buyer (the "Sale"); and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Patents, effective simultaneously with the consummation of the Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates its security interest in the Patents that were pledged pursuant to the Patent Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Patents, such actions to be evidenced by delivery of this Release, executed on behalf of the Collateral Agent, to the Grantors.

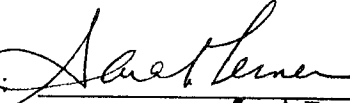
2. Assignment of Rights. If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Patents, it hereby assigns and transfers such rights, title or interest to each Grantor, as applicable.

3. Further Assurances. The Collateral Agent shall take all further actions, reasonably acceptable to the Collateral Agent, and provide to the Grantors and each of their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantors, each at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITICORP USA, INC.,
as Collateral Agent

By: 

Name: **Sarah Turner, CCM**
Title: **Senior Vice President
Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-2933**

SCHEDULE A

Patents

Entity	Title	Serial No.	Filing Date	Patent No.	Issue Date
Dexter Axle Company	Pin Box Assembly	11/809261	5/31/2007	7775544	8/17/2010
Dexter Chassis Group, Inc. (f/k/a Leland Engineering, Inc.) Note: incorrectly listed on Patent Security Agreement as Dexter Axle Company (f/k/a Leland Engineering, Inc.)	Wheel Spring Support Frame for Vehicles	08/752750	11/20/1996	5662314	9/2/1997
Dexter Chassis Group, Inc. (f/k/a Leland Engineering, Inc.) Note: incorrectly listed on Patent Security Agreement as Dexter Axle Company (f/k/a Leland Engineering, Inc.)	Pin Box Assembly Having Interchangeable Hitch Couplers	10/846107	5/4/2004 <i>5/14/2004</i>	7121574	10/17/2006 <i>6</i>
Dexter Axle Company	Slide-Out	12/799178	4/20/2010		
Dexter Axle Company	Involute Gear	12/806304	8/10/2010		