

## 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
Wayne Sweepers LLC	03/30/2012
RECEIVING PARTY DATA	
Name:	Associated Bank
Street Address:	1200 Hansen Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54304
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6892414
Patent Number:	7024719
Patent Number:	6959466
CORRESPONDENCE DATA	
Fax Number:	(414)223-5000
Phone:	4149785562
Email:	ptomailbox@whdlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Whyte Hirschboeck Dudek S.C.
Address Line 1:	555 E Wells St, Ste 1900
Address Line 2:	Attn: Suzanne Plagemann
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	ASSOC BNK WAYNE SWEEP SEC
NAME OF SUBMITTER:	Suzanne Plagemann
Total Attachments: 4 source=WAYNE SWEEPERS Patent Security Agreement#page1.tif source=WAYNE SWEEPERS Patent Security Agreement#page2.tif source=WAYNE SWEEPERS Patent Security Agreement#page3.tif source=WAYNE SWEEPERS Patent Security Agreement#page4.tif	

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

**MARCH 30, 2012**

**WHEREAS**, Wayne Sweepers LLC, a Nevada limited liability company (the "Grantor"), having its chief executive office at 701 Performance Drive, Cedar Falls, Iowa 50613, is the owner of all right, title and interest in and to certain United States patents and patent applications;

**WHEREAS**, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 ("Associated Bank"), desires to acquire a security interest in all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral as described below; and

**WHEREAS**, the Grantor is willing to grant to Associated Bank a security interest in and lien upon all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral, as more fully described below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement dated December 21, 2011, among the Grantor, Wayne Industrial Holdings LLC and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired: (i) United States patents and patent applications (the "Patents"), including without limitation those set forth on Schedule A, (ii) all reissues, extensions or renewals of any Patents, (iii) all causes of action arising prior to, on or after the date hereof for infringement of any Patent and (iv) all proceeds of, and rights associated with, the foregoing.

**THIS SECURITY INTEREST** (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Loan and Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

*[Remainder of page intentionally left blank]*

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

WAYNE SWEEPERS LLC, Grantor

By: [Signature]  
Ira Perlmutter, Manager

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: [Signature]  
Dale P. Grzenia, Authorized Agent

STATE OF NY )  
COUNTY OF NY ) ss.:

On this 21 day of March, 2012, before me personally came Ira Perlmutter who, being by me duly sworn, did state as follows: that he is Manager of Wayne Sweepers LLC, that he is authorized to execute the foregoing Security Interest on behalf of said company and that he did so by authority of said company

NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LI6130410  
Qualified in Nassau County  
My Commission Expires July 18, 2013

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.:

On this 4<sup>th</sup> day of April, 2012, before me personally came Dale P. Grzenia who, being by me duly sworn, did state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of Associated Bank, National Association

[Signature]  
Notary Public  
My Commission Expires: 3-29-15



[Signature Page to Grant Security Interest in US Patents – Wayne Sweepers]

**SCHEDULE A**

<b>TITLE</b>	<b>APPLICATION NO.</b>	<b>PATENT NO.</b>
STREET SWEEPER DRAG SHOE	10/236,096	6892414
SWEEPER DRAG SHOE	10/236,102	7024719
POWER MANAGEMENT SYSTEM FOR STREET SWEEPER	10/236,243	6959466