

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Citicorp USA, Inc.	11/01/2012

RECEIVING PARTY DATA

Name:	Dexter Axle Company
Street Address:	2900 Industrial Parkway
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516

Name:	Dexter Axle Trucking Company
Street Address:	2900 Industrial Parkway
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516

Name:	e INDUSTRIES, INC.
Street Address:	4526 Chester Drive
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	5879232
Patent Number:	6183360
Patent Number:	6896463
Patent Number:	6708988
Patent Number:	7111854

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Patent Number:	7470179
Patent Number:	7753400
Patent Number:	7252471
Application Number:	11999213
Patent Number:	D546252
Patent Number:	D619064
Application Number:	12660569

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	69135-12
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NAME OF SUBMITTER:	Tuan Dinh
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Total Attachments: 4  
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RELEASE OF SECURITY INTEREST IN PATENTS

**THIS RELEASE OF SECURITY INTEREST IN PATENTS** (this "Release") is made as of November 1, 2012 (the "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, Dexter Axle Trucking Company, a Delaware corporation, and e INDUSTRIES, INC., an Indiana 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 further amended and restated on September 21, 2010, as further amended on September 28, 2010, as further amended on February 17, 2011, as further amended on June 30, 2011 and as further amended on September 13, 2012 (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 Stock Purchase Agreement (the "Purchase Agreement") dated as of September 27, 2012, by and among Tomkins Industries, Inc. (the "Seller"), Dexter Axle Company, and Dexter Axle Acquiror 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.

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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: Michelle Bauko Kaicher  
Name: Michelle Bauko Kaicher  
Title: Vice President

SCHEDULE A

Patents

<b>Entity</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Dexter Axle Company	Exhaust Fan	08/826346	3/25/1997	5879232	3/9/1999
Dexter Axle Company	Molded Roof Exhaust Vent	09/347751	7/6/1999	6183360	2/6/2001
Dexter Axle Company	Spindle Nut Retainer	09/971131	10/4/2001	6896463	5/24/2005
Dexter Axle Company	Hangers for Trailer Height Adjustment	10/136135	5/1/2002	6708988	3/23/2004
Dexter Axle Company	Trailer sub-frame assembly	10/461927	6/13/2003	7111854	9/26/2006
Dexter Axle Company	Screen System Allowing Easy Disassembly	10/769932	2/2/2004	7470179	12/30/2008
Dexter Axle Company	Multi-axle leaf spring suspension with compliant equalizer	11/230768	9/20/2005	7753400	9/20/2005
Dexter Axle Company	Swivel Nut	11/524617	9/21/2006	7252471	8/7/2007
Dexter Axle Company	Venting arrangement	11/999213	12/4/2007		
Dexter Axle Company	Brake Actuator Housing	29/231446	6/2/2005	D546252	7/10/2007
Dexter Axle Company	Brake Magnet	29/316457	9/29/2009	D619064	7/6/2010
Dexter Axle Company		12/660569	3/1/2010		