

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weasler Engineering, Inc.		10/03/2005	CORPORATION: DELAWARE
ASCP-Weasler Holdings, Inc.		10/03/2005	CORPORATION: DELAWARE
Weasler Engineering (Europe), Inc.		10/03/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1380121	W
Serial Number:	78537636	
Serial Number:	78537647	WEASLER
Registration Number:	1215511	WEASLER

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn
 Address Line 1: 55 East Monroe Street
 Address Line 2: Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 1380121

ATTORNEY DOCKET NUMBER:	3972.047
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/05/2005
<p>Total Attachments: 13 source=Weasler#page1.tif source=Weasler#page2.tif source=Weasler#page3.tif source=Weasler#page4.tif source=Weasler#page5.tif source=Weasler#page6.tif source=Weasler#page7.tif source=Weasler#page8.tif source=Weasler#page9.tif source=Weasler#page10.tif source=Weasler#page11.tif source=Weasler#page12.tif source=Weasler#page13.tif</p>	

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 3rd day of October, 2005 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 of even date herewith 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 certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a certain Security Agreement of even date herewith among Agent and each Debtor (as the same may hereafter be amended, restated, supplemented 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.

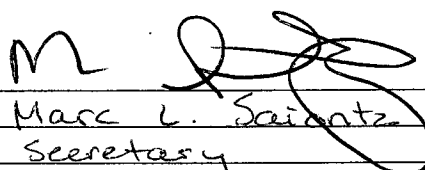
4. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

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.

[Signature Page Follows]

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

ASCP-WEASLER HOLDINGS, INC.

By: 
Name: Marc L. Seizantz
Title: Secretary

WEASLER ENGINEERING, INC.

By: _____
Name: _____
Title: _____

WEASLER ENGINEERING (EUROPE), INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

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

ASCP-WEASLER HOLDINGS, INC.

By: _____
Name: _____
Title: _____

WEASLER ENGINEERING, INC.

By: JTB
Name: TIMOTHY BRETZMANN
Title: SECRETARY

WEASLER ENGINEERING (EUROPE), INC.

By: JTB
Name: TIMOTHY BRETZMANN
Title: SECRETARY

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

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

ASCP-WEASLER HOLDINGS, INC.

By: _____
Name: _____
Title: _____

WEASLER ENGINEERING, INC.

By: _____
Name: _____
Title: _____

WEASLER ENGINEERING (EUROPE), INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: 
Name: Chester R. Zara
Title: Director

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

PATENTS

A. ASCP-WEASLER HOLDINGS LLC, INC.:

U.S. Patents

None.

Foreign Patents

None.

B. WEASLER ENGINEERING, INC.:

U.S. Patents

TITLE	COUNTRY	APPL. NO./APPL. DATE	PAT. NO./PUBL. NO./ISSUE DATE	STATUS
Borrower				
Detent Torque OverloadClutch	U.S.	687667/ 10.13.00	U.S. 6447397/ 09.10.02	Active
Torque Overload Clutch and Clutch Plate	U.S.	77820/ 12.24.96	U.S. 5803811/ 09.08.98	Active
Automatic Uncocking Shaft Sensing Coupler	U.S.	582243/ 01.03.96	U.S. 5632568/ 05.27.97	Active
Automatic Uncocking Shaft Sensing Coupler	U.S.	784878/ 01.16.97	U.S. 5779385/ 07.14.98	Active
Double Cardan Universal Joint Ball And Socket Seal	U.S.	548222/ 10.25.95	U.S. 5688065/ 11.18.97	Active

TITLE	COUNTRY	APPL. NO./APPL. DATE	PAT. NO./PUBL. NO./ISSUE DATE	STATUS
Torque Overload Free Motion Devices	U.S.	846202/ 04.28.97	U.S. 5807179/ 9.15.98	Active
Torque Overload Clutch Coupler For A Torque Transmitting Driveline	U.S.	395341/ 02.28.95	U.S. 5681222/ 10.28.97	Active
Improved Torque Overload Clutch	U.S.	60/567,701 05.03.04		Provisional Patent
Double Telescoping Guard	U.S.	10/767/703 01.29.04		Patent Pending
Vertical Shaft Gearbox Lubrication	U.S.	10/685,779 10.15.03		Patent Pending
VRS Damper	U.S.	10/410,503 04.09.03		Patent Pending
Extended Lube 80° CV	U.S.	11/051,912 02.04.05		Patent Pending
One Piece CV Yokes	U.S.	60/684,640 05.25.05		Provisional Patent
Extended Lube 50° CV	U.S.			Application in Progress
Shear Element Type Clutch	U.S.	287740/ 08.09.94	U.S. 5531307/ 07.02.96	Active
Ball Retainer	U.S.	385942/ 07.25.89	U.S. 4966488/ 10.30.90	Active
Shear Joint For Yoke	U.S.	94196/ 12.15.89	U.S. 4758109 07.19.88	Active
Centering Apparatus For Constant Velocity Universal Joint	U.S.	797790/ 11.14.85	U.S. 4650439/ 03.17.87	Active

TITLE	COUNTRY	APPL. NO./APPL. DATE	PAT. NO./PUBL. NO./ISSUE DATE	STATUS
Universal Joint With Improved Lubrication	U.S.	887484/ 07.21.86	U.S. 4781662/ 09.09.86	Active
Shield For Universal Joint	U.S.	722341/ 07.21.86	U.S. 4610559/ 09.09.86	Active
Universal Joint Guard	U.S.	722340/ 04.12.85	U.S. 4605332/ 8.12.86	Expired
Automatic Latching Lockout Shaft Sensing Coupler	U.S.	09/928,762 8.13.02	U.S. 6,666,614 12.23.03	Active
Torsional Vibration Damper Assembly	U.S.	09/878,763 6.11.01	U.S. 6,565,445 05.20.03	Active (Filed under Auburn Clutch Co.)
Cone Style Universal Joint	U.S.	07805338/ 12.09.91	5326322/ 07.07.94	Inactive

Foreign Patents

TITLE	COUNTRY	APPL. NO./APPL. DATE	PAT. NO./PUBL. NO./ISSUE DATE	STATUS
Borrower				
Radial Detent TorqueOverload Clutch	Europe	2001200242/ 01.23.01	EP 1197671/ 04.17.02	Published Application
Détente Torque OverloadClutch	Canada	09/687,667 10.30.00	CA 2358817/ 10.01.01	Active
Torque Overload Clutch and Clutch Plate	Canada	2204349/ 05.02.97	CA 2204349/ 09.08.98	Active

TITLE	COUNTRY	APPL. NO./APPL. DATE	PAT. NO./PUBL. NO./ISSUE DATE	STATUS
Automatic Uncocking Shaft Sensing Coupler	Canada	2173922/ 04.11.96	CA 2173922/ 07.04.97	Active
Automatic Uncocking Shaft Sensing Coupler	Canada	2214179/ 08.28.97	CA 2214179/ 04.26.97	Active
Double Cardan Universal Joint Ball And Socket Seal	Canada	2175642/ 05.02.96	CA 2175642/ 04.26.97	Active
Torque Overload Free Motion Devices	Canada	2149486/ 05.16.95	CA 2149486/ 08.28.96	Active
Shear Element Type Clutch	Canada	206130/ 03.02.92	CA 2154855/ 07.27.95	Active
Cone Style Universal Joint	Canada	202130/ 03.02.92	CA 2062130/ 06.10.93	Inactive
Universal Joint With Improved Lubrication	Canada	536885/ 05.12.87	CA 1304589/ 03.31.92	Active
Ball Retainer	Canada	556011/ 01.07.88	CA 1298097/ 10.30.90	Active
Shear Joint For Yoke	Canada	554220/ 12.14.87	CA 1273213/ 08.28.90	Active
AutoLok	Canada	09/928,762 08.13.01	CA 2397518/ 08.12.02	Active

C. WEASLER ENGINEERING (EUROPE), INC.:

None.

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

COPYRIGHTS

A. ASCP-WEASLER HOLDINGS LLC, INC.:

U.S. Copyrights

None.

Foreign Copyrights

None.

B. WEASLER ENGINEERING, INC.:

U.S. Copyrights

None.

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 LLC, INC.:

U.S. Trademarks

None.

Foreign Trademarks

None.

B. WEASLER ENGINEERING, INC.:

U.S. Trademarks

MARK	COUNTRY/ STATE	APPL NO/DATE	REG. NO/ REG. DATE	STATUS
Borrower				
W (DESIGN)	U.S.	73/542138 06.10.85	1380121 01.28.86	Registered
(CIRCULAR DESIGN)	U.S.	78/537636 12.23.04		Request
WEASLER	U.S.	78/537,647 12.23.04		Request
WEASLER	U.S.	73/334496 10.28.81	1215511 11.09.82	Registered
WEASLER	Canada & U.S.	0546691 07.29.85	TMA316280 07.11.86	Registered

Foreign Trademarks

MARK	COUNTRY/ STATE	APPL NO/DATE	REG. NO/ REG. DATE	STATUS
Borrower				
(CIRCULAR DESIGN)	Canada	05466900 07.25.99	TMA321346 12.05.86	Registered
WEASLER	Canada & U.S.	0546691 07.29.85	TMA316280 07.11.86	Registered

C. WEASLER ENGINEERING (EUROPE), INC.:

None.