

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
AVM Industries, LLC		07/25/2006	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Ave., 6th Floor
Internal Address:	1 PNC Plaza
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1701657	AVM
Registration Number:	1739685	AVM
Registration Number:	1736085	AVM
Registration Number:	1891680	LIFT IT
Registration Number:	1361735	MIGHTY LIFT!
Registration Number:	1628204	STEADY LIFT
Registration Number:	1419096	STRONG ARM

CORRESPONDENCE DATA

Fax Number: (216)363-4607
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (216) 363-4443
 Email: trademark@bfca.com
 Correspondent Name: W. Scott Harders

OP \$190.00 1701657

Address Line 1: 200 Public Square
Address Line 2: 2300 BP Tower
Address Line 4: Cleveland, OHIO 44114-2378

ATTORNEY DOCKET NUMBER:	29551-2
NAME OF SUBMITTER:	W. Scott Harders
Signature:	/W. Scott Harders/
Date:	09/06/2006

Total Attachments: 19

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PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Patent, Trademark and Copyright Collateral Assignment and Security Agreement (the "Agreement"), dated as of July __, 2006 is entered into by and between AVM Industries, LLC (the "Pledgor") and PNC Bank, National Association, as Agent for the Lenders (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Pledgor, the Lenders and Agent as lenders (all as defined in the Credit Agreement), Agent and the Lenders have agreed to provide certain loans to Pledgor, and Pledgor has agreed, among other things, to grant a security interest to Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, domain names, patent applications, patents, trademark applications, trademarks copyright applications and copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those that are registered as listed on Exhibit A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Obligations of Pledgor to Agent, the Lenders, or any of their respective Affiliates (provided such Affiliates provide interest rate protection agreements) under the Credit Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of Pledgor to Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement

obligations of Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of Pledgor to Agent or any of the Lenders, or any of their respective Affiliates, arising out of any interest rate protection agreement provided by Agent, such Lenders or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of Pledgor in and to all of its Patents, Trademarks and Copyrights. Pledgor shall execute the notice of grant of security interest attached as Exhibit B hereto.

3. Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to Pledgor or, to the knowledge of Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the security interest herein conferred upon Agent constitutes the first and paramount lien upon the Patents, Trademarks and Copyrights and no claim has been made that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(h) Pledgor has used consistent standards commensurate with acceptable industry standards of quality in its manufacture and/or distribution or other treatment of products sold relating to or under the Patents, Trademarks and Copyrights;

(i) Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to Agent;

(j) Pledgor will not change its name without providing thirty (30) days prior written notice to Agent; and

(k) Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor, or (ii) sell all or substantially all of its assets.

4. Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Lender's commitments to provide Advances have terminated, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto, and Pledgor shall give to Agent prompt notice thereof in writing if and when a patent, trademark or copyright application for registration is made. Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Agent shall designate by notice to Pledgor, in Cleveland, Ohio, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or

necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit Pledgor; (ii) Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of Pledgor; and (iii) Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of Agent and the Lenders. Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of Agent and the Lenders.

8. Subject to the terms and conditions of this Agreement, Pledgor does hereby assign all of its right, title and interest in and to all of the Patents, Trademarks and Copyrights, together with the goodwill of the business associated with said Trademarks, said Patents, Trademarks and Copyrights to be held and enjoyed by Agent or its designee for its use and behalf, and for the legal representatives, successors and assigns of Agent or its designee, as fully and entirely as the same would have been held by the Pledgor had this assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and upon written notice by Agent to Pledgor of the acceptance by Agent of this assignment; unless and until such acceptance, this assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, Agent shall be entitled to transfer the Patents, Trademarks and Copyrights pursuant to an Assignment of Patents, Trademarks and Copyrights substantially in the form of Exhibit C ("Assignment"). Pledgor hereby irrevocably authorizes Agent to date undated Assignments of Patents, Trademarks and Copyrights and otherwise complete such Assignments at the time of transfer and agrees to sign whatever documents are necessary to transfer ownership of Pledgor's domain names and Patents, Trademarks and Copyrights from Pledgor to Agent or its designee. Notwithstanding the foregoing provisions of this Section 8, Agent acquires no assignment or other rights in the United States for any Trademark that is the subject of an intent to use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or Agent arranges for an assignment of such Trademarks from Agent to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Agent seeks to transfer all other Patents, Trademarks and Copyrights pursuant to Exhibit C, it may also complete Exhibit D with respect to any U.S. intent to use applications and, provided that Exhibit D satisfies the conditions of the preceding sentence, Pledgor agrees that it will promptly execute and return the same to Agent.

9. At such time as Pledgor shall have indefeasibly paid in full all of the Debt and the Lenders' commitment to provide Advances shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor's full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor

within ten (10) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever in the reasonable judgment of Pledgor it is commercially reasonable to do so for marketability of the subject product) and to preserve and maintain all rights in patent applications and patents of the Patents, and Trademarks including without limitation the payment of all maintenance fees and renewal fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

12. Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by Pledgor.

13. No course of dealing between Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflicts of law principles.

18. Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to Pledgor in care of the Process Agent at the Process Agent's address, and Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Pledgor agrees that a judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Pledgor further agrees that it shall, for so long as any of its Obligation to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is _____ . Pledgor shall produce to Agent evidence of the acceptance by Process Agent of such appointment.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio. Any judicial proceeding brought by or against any Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and, by execution and delivery of this Agreement, each Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to the Agent at its address set forth below and service so made shall be deemed completed five days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon the Agent which each Pledgor irrevocably appoints as such Pledgor's agent for the purpose of accepting service within the State of Ohio. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Agent to bring proceedings against any Pledgor in the courts of any other jurisdiction. Each Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by any Pledgor against the Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio. The Agent's address is PNC Bank, National Association, One PNC Plaza, 6th Floor, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222, Attn: Eric L. Moore, with a copy to Baker & Hostetler LLP, 3200 National City Center, 1900 East 9th Street, Cleveland, Ohio 44114, Attn: Elizabeth A Dellinger.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to Agent or any Lender of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 15.6 of the Credit Agreement.

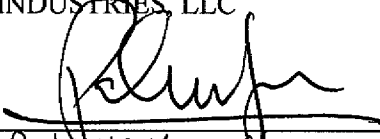
23. Pledgor acknowledges and agrees that, in addition to the other rights of Agent hereunder, under the Credit Agreement and under the Other Documents, because Agent's remedies at law for failure of Pledgor to comply with the provisions hereof relating to Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed Agent its attorney-in-fact, and (v) to enforce Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]**

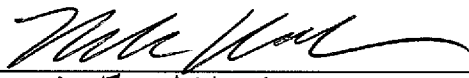
IN WITNESS WHEREOF, Pledgor hereto has caused this Agreement to be executed by its respective officers or agents thereunto duly authorized, as of the date first above written.

AVM INDUSTRIES, LLC

By: 
Name: Patrick Fama
Title: Chairman

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]**

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 
Name: MARK J. VISKORNAK
Title: Senior Vice President

**EXHIBIT A
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. REGISTERED PATENTS:

	Country	Title	Grant Date	Grant Number
(1)	France	An Actuator Assembly	1-Jan-2006	1306512
(2)	Germany	An Actuator Assembly	6-Apr-2006	60208638
(3)	Italy	An Actuator Assembly	1-Jan-2006	1306512
(4)	United Kingdom	An Actuator Assembly	1-Jan-2006	1306512
(5)	United States	Linear actuator for a powered vehicle lift gate	16-Mar-2004	6707173
(6)	United States	Temperature responsive valve assembly for a pneumatic spring	1-Nov-2005	6959921
(7)	United States	Vehicle tailgate dampener and lift assist system	15-Feb-2005	6854781
(8)	United States	Temperature Compensating Gas Spring	13-Dec-2005	6974001
(9)	United States	Power-operated vehicle trunk decklid	13-Jun-2006	7059649
(10)	United States	Vehicle Liftgate Control System	25-Apr-2006	7034485
(11)	United States	Captive Ball And End Connector Assembly	13-Dec-1994	5372446
(12)	United States	End Connector With Captive Ball And Bearing Half With Crushed Elements	23-May-1995	5417512
(13)	United States	Temperature Compensated Safety Gas Spring	03-Mar-1998	5722643
(14)	Germany	Adjustable Speed Gas Spring	08-Mar-2004	19532996.1
(15)	United Kingdom	Adjustable gas spring for a door closer	19-Aug-1998	2293206
(16)	United Kingdom	Adjustable gas spring for a door closer	19-Jan-2000	2306567
(17)	United States	Adjustable Speed Gas Spring	24-Oct-1995	5460251
(18)	United States	Adjustable Speed Gas Spring	03-Dec-1996	5579874
(19)	Germany	Pneumatic Spring	20-May-1998	19681445
(20)	United Kingdom	Pneumatic Spring	20-Sep-1998	2318628B
(21)	United States	Pneumatic Spring	13-May-1997	5628496
(22)	United States	Pressure-Producing Device	06-Aug-1991	5036887
(23)	Canada	Improved Seal For Gas Springs And The Like	01-Feb-2005	2267329
(24)	Germany	Seal For Gas Spring And The Like	9-Sep-1999	19782033
(25)	United Kingdom	Improved Seal For Gas Springs And The Like	14-Feb-2001	2333332B
(26)	United States	Seal For Gas Springs And The Like	20-Apr-1999	5895053
(27)	Canada	Improved Damper	23-Nov-2004	2222445
(28)	United Kingdom	Dampers	14-Mar-2001	2323423
(29)	United States	Damper	22-Jun-1999	5913391
(30)	United States	Seal For Gas Springs And The Like	13-Jul-1999	5921557
(31)	United States	Seal For Gas Springs And The Like	13-Jul-1999	5921556
(32)	Canada	Improved Ball Socket Connector	31-May-2005	2243385
(33)	Germany	Ball Socket Connector	16-Sept-2004	19833030.8
(34)	Japan	Ball Socket Connector	6-Apr-1999	11093938 (Publication No.)
(35)	United Kingdom	Ball Joint	10-Oct-2001	2327707
(36)	United States	Ball Socket Connector	10-Nov-1998	5833383
(37)	Canada	Bi-Directional Damper With A Self-Centering Mechanism	10-Feb-2000	2282359
(38)	Germany	Bi-Directional Damper With A Self-Centering Mechanism	10-Feb-2000	19982172
(39)	Japan	Bi-Directional Damper With A Self-Centering Mechanism	07-Dec-2001	3258338

(40)	United Kingdom	Bi-Directional Damper With A Self-Centering Mechanism	11-Jul-2001	2338049
(41)	United States	Bi-Directional Damper With A Self-Centering Mechanism	27-Apr-1999	5896959
(42)	United States	Method Of Manufacturing Gas Springs	30-Jul-2002	6425279
(43)	European Patent Office	High Pressure Multi-Lobe Seal	9-Jan-2002	1169584 (Publication No.)
(44)	Japan	High Pressure Multi-Lobe Seal	12-Nov-2002	2002538383 (Publication No.)
(45)	United States	Seal	30-Jan-2001	6179297
(46)	United States	Dual Diaphragm Three Position Actuator	23-May-1989	4831915
(47)	United States	Pneumatic Spring Structure With Dual Output Force And Pressure Decay Compensation And Method Of Operation	01-May-1990	4921225
(48)	United States	Counterbalance Apparatus With Transverse Pneumatic Spring And Bellcrank Linkage	6-Dec-1988	4788747
(49)	United States	Pneumatic Spring Structure With Dual Output Force And Pressure Decay Compensation And Method Of Operation	8-Aug-1989	4854554
(50)	United States	End Connector Assembly With Ball Held Captive In Socket Bearing And Shell Housing And Method Of Assembly	12-May-1992	5112153
(51)	Canada	End Connector Assembly With Ball Head Captive In Socket Bearing And Shell Housing And Method Of Assembly	04-Mar-2002	2047144
(52)	Australia	End Connector Assembly With Ball Head Captive In Socket Bearing And Shell Housing And Method Of Assembly	25-Jun-1993	634455
(53)	Japan	Mooring Ball And Termination Coupling Device	31-May-1996	2524083
(54)	Germany	Captive Ball And End Connector Assembly	13-Jun-2002	4324472.6
(55)	United Kingdom	Captive Ball And End Connector Assembly	27-Mar-1996	2268971
(56)	Canada	Captive Ball And End Connector Assembly	27-Apr-2004	2090844
(57)	Austria	Captive Ball And End Connector Assembly	22-Dec-1999	188019
(58)	Canada	Captive Ball And End Connector Assembly	24-Feb-2004	2220733
(59)	Germany	Captive Ball And End Connector Assembly	22-Dec-1999	69605791.3
(60)	Spain	Captive Ball And End Connector Assembly	22-Dec-1999	2140089
(61)	France	Captive Ball And End Connector Assembly	22-Dec-1999	0828951
(62)	United Kingdom	Captive Ball And End Connector Assembly	22-Dec-1999	0828951
(63)	Italy	Captive Ball And End Connector Assembly	22-Dec-1999	0828951
(64)	Japan	Captive Ball And End Connector Assembly	10-24-2000	2000514158
(65)	United States	Captive Ball And End Connector Assembly	14-Oct-1997	5676484
(66)	United States		7-Sep-1992	4768895

2. **REGISTERED TRADEMARKS:**

	Mark	Registration Date	Registration No.	
(1)	Australia	STRONG ARM	26-Apr-1989	A509399
(2)	Australia	STRONG ARM & DESIGN	26-Apr-1989	A509400
(3)	Canada	AVM	31-May-1996	458267
(4)	Canada	STRONGARM	18-Apr-1986	313485
(5)	Japan	AVM	29-July-1994	2686138
(6)	Japan	AVM SX3	29-Feb-1996	2712500
(7)	Mexico	AVM	13-Sept-1993	441925
(8)	Mexico	AVM	28-Oct-1993	445301
(9)	New Zealand	STRONGARM	24-Apr-1989	192622
(10)	New Zealand	STRONGARM LOGO	24-Apr-1989	182623
(11)	United States	AVM	21-July-1992	1701657
(12)	United States	AVM	15-Dec-1992	1739685
(13)	United States	AVM	1-Dec-1992	1736085
(14)	United States	LIFT IT	25-Apr-1995	1891680
(15)	United States	MIGHTY LIFT!	24-Sept-1985	1361735
(16)	United States	STEADY LIFT	18-Dec-1990	1628204
(17)	United States	STRONG ARM	2-Dec-1986	1419096

3. REGISTERED TRADE NAMES:

NONE

4. REGISTERED COPYRIGHTS:

NONE

**EXHIBIT B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

NOTICE OF GRANT OF SECURITY INTEREST
IN COPYRIGHTS

United States Copyright Office

Gentlemen:

Please be advised that pursuant to the Patent, Trademark and Copyright Collateral Assignment and Security Agreement dated as of _____, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among AVM INDUSTRIES, LLC (the "Obligor") and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Agent") for the financial institutions referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the copyrights and copyright applications shown below to the Agent for the benefit of the Agent and the Lenders:

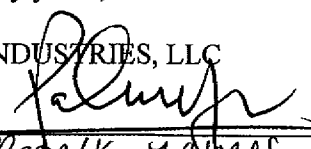
COPYRIGHTS

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>
<u>Copyright Applications</u>		
<u>Copyright Applications No.</u>	<u>Description of Copyright Applied For</u>	<u>Date of Copyright Applications</u>

The Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

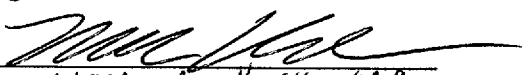
Very truly yours,

AVM INDUSTRIES, LLC

By: 
 Name: PAMUK JAMES
 Title: Chairman

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
 Name: MARK J. KISKARNA
 Title: SENIOR Vice President

**EXHIBIT B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

**NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Patent, Trademark and Copyright Collateral Assignment and Security Agreement dated as of _____, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among AVM INDUSTRIES, LLC (the "Obligor") and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Agent") for the financial institutions referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the benefit of the Agent and the Lenders:

TRADEMARKS

<u>U.S. Trademark</u>	<u>Date of Trademark</u>	<u>Registration No.</u>
AVM	21-July-1992	1701657
AVM	15-Dec-1992	1739685
AVM	1-Dec-1992	1736085
LIFT IT	25-Apr-1995	1891680
MIGHTY LIFT!	24-Sept-1985	1361735
STEADY LIFT	18-Dec-1990	1628204
STRONG ARM	2-Dec-1986	1419096

TRADEMARK APPLICATIONS

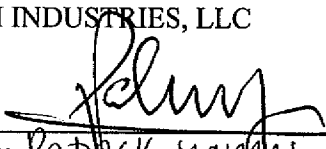
<u>Trademark</u>	<u>Date of Application</u>	<u>Serial No.</u>
None	n/a	n/a

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The Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

AVM INDUSTRIES, LLC

By: 
Name: Patrick James
Title: Chairman

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Mark O. Kiskovna
Title: Senior Vice President

**EXHIBIT B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

**NOTICE OF GRANT OF SECURITY INTEREST
IN PATENTS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Patent, Trademark and Copyright Collateral Assignment and Security Agreement dated as of _____, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among AVM INDUSTRIES, LLC (the "Obligor") and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Agent") for the financial institutions referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Agent for the benefit of the Agent and the Lenders:

PATENTS

Country	Description of Patent	Grant Date	Grant Number
United States	Linear actuator for a powered vehicle lift gate	16-Mar-2004	6,707,173
United States	Temperature responsive valve assembly for a pneumatic spring	1-Nov-2005	6,959,921
United States	Vehicle tailgate dampener and lift assist system	15-Feb-2005	6,854,781
United States	Temperature Compensating Gas Spring	13-Dec-2005	6,974,001
United States	Power-operated vehicle trunk decklid	13-Jun-2006	7,059,649
United States	Vehicle Liftgate Control System	25-Apr-2006	7,034,485
United States	Captive Ball And End Connector Assembly	13-Dec-1994	5,372,446
United States	End Connector With Captive Ball And Bearing Half With Crushed Elements	23-May-1995	5,417,512
United States	Temperature Compensated Safety Gas Spring	03-Mar-1998	5,722,643
United States	Adjustable Speed Gas Spring	24-Oct-1995	5,460,251
United States	Adjustable Speed Gas Spring	03-Dec-1996	5,579,874
United States	Pressure-Producing Device	06-Aug-1991	5,036,887
United States	Seal For Gas Springs And The Like	20-Apr-1999	5,895,053
United States	Damper	22-Jun-1999	5,913,391
United States	Seal For Gas Springs And The Like	13-Jul-1999	5,921,557
United States	Seal For Gas Springs And The Like	13-Jul-1999	5,921,556
United States	Ball Socket Connector	10-Nov-1998	5,833,383
United States	Bi-Directional Damper With A Self-Centering Mechanism	27-Apr-1999	5,896,959
United States	Method Of Manufacturing Gas Springs	30-Jul-2002	6,425,279
United States	Seal	30-Jan-2001	6,179,297
United States	Dual Diaphragm Three Position Actuator	23-May-1989	4,831,915
United States	Pneumatic Spring Structure With Dual Output Force And Pressure Decay Compensation And Method Of Operation	01-May-1990	4,921,225
United States	Counterbalance Apparatus With Transverse Pneumatic Spring And Bellcrank Linkage	6-Dec-1988	4,788,747
United States	Pneumatic Spring Structure With Dual Output Force And Pressure Decay Compensation And Method Of Operation	8-Aug-1989	4,8545,54
United States	End Connector Assembly With Ball Held Captive In	12-May-1992	5,112,153

Country	Description of Patent	Grant Date	Grant Number
	Socket Bearing And Shell Housing And Method Of Assembly		
United States	Captive Ball And End Connector Assembly	14-Oct-1997	5,676,484
United States	Captive Ball And Socket Joint	7-Sep-1992	4,768,895

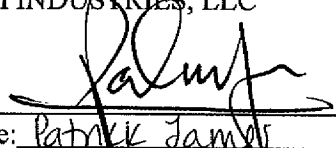
PATENT APPLICATIONS

Country	Title	Filing Date	Serial Number
United States	Linear Electric Motor Assisted Gas Spring	20-Mar-2003	10/393,157
United States	Vehicle Tailgate Dampener And Lift Assist System	10-Dec-2004	11/009,427
United States	Device to Provide Initial Pop-Up of an Automotive Deck Lid via a Gas Spring	24-Jun-2003	10/602,286
United States	Vehicle Decklid System with Planetary Gear	20-Apr-2005	11/110,391
United States	High Rotation Angle for Gas Spring Connection	27-Oct-2004	10/974,491
United States	Motion Transmission for Tailgate	11-Aug-2005	11/201,784
United States	Gas Spring Assembly with Selectable Intermediate Stop	16-Jun-2005	11/154,778
United States	Two-Way Assist Gas Spring and Retractable Spring Assembly	11-Jan-2006	11/330,272
United States	Piston Assembly with Reduced Shuttle	12-Jan-2006	11/330,664
United States	Sealed Gas Spring Cover	22-Mar-2006	11/386,280

The Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

AVM INDUSTRIES, LLC

By: 
 Name: Patrick James
 Title: Chairman

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
 as Agent

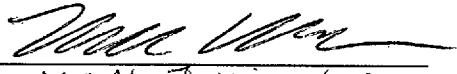
By: 
 Name: MARK J. Kisvorna
 Title: Senior Vice President

EXHIBIT C

**TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

This Assignment having an effective date of _____, is made by and between _____, a corporation of the _____, located and doing business at _____, ("Assignor") and _____, a _____, located and doing business at _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of pending use-based applications in the U.S. Patent and Trademark Office, domain names, trade names, patent applications, patents, together with the invention(s) disclosed therein and copyrights listed on Schedule A ("Intellectual Property"),

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives. Assignor hereby irrevocably authorizes _____ to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

Date: _____

[_____]
(Assignor)

Date: _____

By _____
Title _____
(Assignee)

EXHIBIT D

**TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT**

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of _____, __ is made by and between
[_____], a corporation of the _____, located and doing
business at _____, ("Assignor") and _____, a _____,
located and doing business at _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are the subject of pending
intent-to-use applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration,
the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto
Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the
applications therefor, together with that part of the good will of the business connected with the use of
and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all
causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants
that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not
execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified
allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and
Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to
which the Marks pertain as required by § 10 of the Lanham Act. The terms, covenants and provisions of
this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives,
and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified
below.

Date: _____

(Assignor)

Date: _____

By _____
Title: _____
(Assignee)