

05-20-1998

FORM PTO-1598  
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5-15-98

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

100718523

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Morrissey Avenue Industries Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: \_\_\_\_\_

Street Address: 10 S. LaSalle Street, Suite 2800

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: May 7, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

See Attached Schedule I

B. Patent No.(s)

See Attached Schedule F

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Reserve Corp.

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 320.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aaron L. Felder

Name of Person Signing

Aaron Felder

Signature

5/12/98

Date

Total number of pages including cover sheet, attachments, and documents:

RECEIVED  
PATENT  
MAY 12 1998  
ASSIGNMENTS

100000240 4264-198 TT011

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

<u>Patent</u>	<u>Patent Number</u>	<u>Date</u>
Electrified Vacuum Cleaner Hose Adapter	4,826,444	5/2/89
Electrified Vacuum Cleaner Hose Adapter	4,804,333	2/14/89
Electrified Vacuum Cleaner Hose Adapter	4,652,063	3/24/87
Vacuum Cleaner Large end Adapter	4,385,790	5/31/83

<u>Patent</u>	<u>Description</u>
Vacuum Cleaner Hose Adapter	264,011
Vacuum Cleaner Hose Adapter	287,896

<u>Patent</u>	<u>Serial No.</u>
Electrified Vacuum Cleaner Hose Adapter	07/309,615
Electrified Vacuum Cleaner Hose Adapter	07/309,617

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 7, 1998, by MORRISSEY AVENUE INDUSTRIES INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as lender ("Lender") pursuant to the Loan Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor execute and deliver to Lender this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral

made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

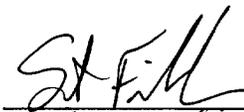
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORRISSEY AVENUE INDUSTRIES INC.

By:   
Name: Gary K. Wilder  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: Steve Friedman  
Title: Duly Authorized Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Illinois* )  
 ) SS  
COUNTY OF *McLean* )

On this 7<sup>th</sup> day of May, 1998 before me personally appeared Gary K. Wilder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Morrissey Avenue Industries Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



William C. Wetzel  
{seal} Notary Public

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