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Name	Jeffrey I	. Dunetz						
Address (line 1)	McDermott	. Will &	Emery					
Address (line 2)	50 Rocket	feller Pla	128					
Address (line 3)	New York,	NY 1002	20					
Address (line 4)				<u></u>				
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### ATTACHMENT 1 to Agreement (Patent)

Item A. Patents

## **Issued Patents**

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title				
Tiffen Tiffen Tiffen	U.S.A. 5,105,312 U.S.A. 5,040,011 U.S.A. Reg. 339,599		4/14/92 8/13/91 9/21/93		Accessory System Camera Access. ssory				
Pending Patent Applications									
Grantor	Country	Serial No.	Filing Date	Inventor(s)	Title				
Tiffen	U.S.A.	08/986,019	12/5/97						
Patent Applications in Preparation									
Grantor	<u>Country</u>	Expected Docket No.	Filing Date	Inventor(s)	Title				
None									
Foreign Patent Applications									
<b>Grantor</b>	Count	Σ.	Serial No.	Filing Date					
Tiffen	Canad	a	2053560	10/16/91					
Tiffen	Japan	:	299,706	10/17/91					
Item B. Patent Licenses									
Country or Territory	Licensor	Licensee	Effective Date	Expiration Subj Ma	ject <u>tter</u>				
None									

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#### AGREEMENT (Patent)

THIS AGREEMENT (PATENT) (this "<u>Agreement</u>"), dated as of April 30, 1998 between TIFFEN MANUFACTURING CORP. (the "<u>Grantor</u>") and EUROPEAN AMERICAN BANK, as agent (together with any successor(s) thereto in such capacity, the "<u>Agent</u>") for each of the Lender Parties (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in <u>Section 1</u>);

#### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 30, 1998 (together with all amendments, supplements, restatements, and other modifications, if any, from time to time thereafter made thereto, the "<u>Credit Agreement</u>"), among Tiffen Manufacturing Corp., a New York corporation (the "<u>Borrower</u>"), the various lending institutions (individually a "<u>Lender</u>" and collectively the "<u>Lenders</u>") as are, or may from time to time become, parties thereto and the Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

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SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and assign to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each other Lender Party, all of the following property (the "<u>Patent Collateral</u>"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in <u>Item B</u> of <u>Attachment 1</u> hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing <u>clauses (a)</u> and <u>(b)</u>; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in <u>Item A</u> of <u>Attachment 1</u> hereto, and for breach or enforcement of any patent license, including any patent license referred to in <u>Item B</u> of <u>Attachment 1</u> hereto, and all rights corresponding thereto throughout the world.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Release of Security Interest</u>. Upon the indefeasible payment in full in cash of all the Secured Obligations and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

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SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

#### TIFFEN MANUFACTURING CORP.

By: I Chen Man Marme: J. CHARIS GOLDEN

Name: J. Churis Grupen Title: VP Finance

Address:90 Oser Avenue<br/>Hauppague, New York 11788Attention:Christopher Golden

Telecopier No.: 516-273-2557

# EUROPEAN AMERICAN BANK, as Agent

By:

Name: Title:

Address: 730 Veterans Memorial Highway Hauppauge, New York 11788

Attention: James D. Riley, Jr.

Telecopier No.: 516-360-7112

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

#### TIFFEN MANUFACTURING CORP.

By: \_\_\_\_\_ Name:

Title:

Address: 90 Oser Avenue Hauppague, New York 11788 Attention: Christopher Golden

Telecopier No.: 516-273-2557

EUROPEAN AMERICAN BANK, as Agent

By: R. Er. Jr lame: V iZc Pro tit Title:

Address: 730 Veterans Memorial Highway Hauppauge, New York 11788

Attention: James D. Riley, Jr.

Telecopier No.: 516-360-7112

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STATE OF NEW YORK)) ss.:) ss.:COUNTY OF NEW YORK)

On the 30th day of April, 1998, before me personally came J. Chris Golden to me known, who, being by me duly sworn, did depose and say he resides at 90 Oser Avenue, Hauppage, New York and that he is the Vice President of Finance of TIFFEN MANUFACTURING CORP., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation;

STEVEN J. GREENE Notary Public, State of New York No. 4955435 Qualified in New York County Commission Expire 2/12/99

[Notarial Seal]

# STATE OF NEW YORK)) ss.:) ss.:COUNTY OF NEW YORK)

On the 30th day of April, 1998, before me personally came James D. Riley, Jr. to me known, who, being by me duly sworn, did depose and say he resides at 730 Veterans Memorial Highway, Hauppage, New York and that he is the Vice President of EUROPEAN AMERICAN BANK, the banking corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said banking corporation; and that he signed said instrument on behalf of said banking corporation pursuant to said authority.

[Notarial Scal]

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