

FORM PTO-1619A
Expires 08/30/98
OMB 0651-0027

06-02-1998

47928-014

U.S. Department of Commerce
Patent and Trademark Office



100725782

RECORDATION FORM COVER SHEET
PATENTS ONLY

21

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
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Document ID#
☐ Correction of PTO Error
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Conveyance Type

- ☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Tiffen Manufacturing Corp.

Execution Date
Month Day Year
4 30 98

Name (line 2) a New York Corporation

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) European American Bank, as Agent

☐ If document to be recorded
is an assignment and the
receiving party is not
domestic in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1) 730 Veterans Memorial Highway

Address (line 2)

Address (line 3) Hauppauge New York 11782
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/02/1998 DC/ATES 00000002 08986019

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address		Area Code and Telephone Number <u>212-547-5418</u>
Name	<u>Jeffrey L. Dunetz</u>	
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Address (line 2)	<u>50 Rockefeller Plaza</u>	
Address (line 3)	<u>New York, NY 10020</u>	
Address (line 4)	<u></u>	

Pages	Enter the total number of pages of the attached conveyance document including any attachments.	# <u>6</u>
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Application Number(s) or Patent Number(s)			<input type="checkbox"/> Mark if additional numbers attached		
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).					
Patent Application Number(s)			Patent Number(s)		
<u>08/986019</u>	<u></u>	<u></u>	<u>5105312</u>	<u>5,040,011</u>	<u>Reg. 339599</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.					
					Month <u></u> Day <u></u> Year <u></u>

Patent Cooperation Treaty (PCT)	PCT <u></u>	PCT <u></u>	PCT <u></u>
Enter PCT application number only if a U.S. Application Number has not been assigned.	PCT <u></u>	PCT <u></u>	PCT <u></u>

Number of Properties	Enter the total number of properties involved.	# <u>4</u>
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Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$ <u>160</u>
Method of Payment:	Enclosed <input checked="" type="checkbox"/> Deposit Account <input type="checkbox"/>
Deposit Account	
(Enter for payment by deposit account or if additional fees can be charged to the account.)	
Deposit Account Number:	# <u>13-0203</u>
Authorization to charge additional fees:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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. Charges to deposit account are authorized, as indicated herein.		
Jeffrey L. Dunetz	<u>Jeffrey L. Dunetz</u>	<u>5/12/98</u>
Name of Person Signing	Signature	Date

ATTACHMENT 1
to
Agreement
(Patent)

Item A. Patents

Issued Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Tiffen	U.S.A.	5,105,312	4/14/92		Lens Mount Accessory System
Tiffen	U.S.A.	5,040,011	8/13/91		Self Mounted Camera Access.
Tiffen	U.S.A.	Reg. 339,599	9/21/93		Camera Accessory

Pending Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Tiffen	U.S.A.	08/986,019	12/5/97		

Patent Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Expected Docket No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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None

Foreign Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Tiffen	Canada	2053560	10/16/91
Tiffen	Japan	299,706	10/17/91

Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None

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PATENT
REEL: 9197 FRAME: 0229

AGREEMENT
(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of April 30, 1998 between **TIFFEN MANUFACTURING CORP.** (the "Grantor") and **EUROPEAN AMERICAN BANK**, as agent (together with any successor(s) thereto in such capacity, the "Agent") 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 Section 1);

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 "Credit Agreement"), among Tiffen Manufacturing Corp., a New York corporation (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders") 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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PATENT
REEL: 9197 FRAME: 0230

SECTION 1. Definitions. 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. Grant of Security Interest. 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 "Patent Collateral"), 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 Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); 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 Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. 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. Release of Security Interest. 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.

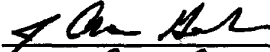
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the 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. Counterparts. 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.

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: J. CHRIS GOLDEN
Title: VP Finance

Address: 90 Oser Avenue
Hauppague, New York 11788
Attention: 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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**PATENT
REEL: 9197 FRAME: 0233**

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
Hauppauge, New York 11788

Attention: Christopher Golden

Telecopier No.: 516-273-2557

**EUROPEAN AMERICAN BANK,
as Agent**

By: _____

Name:

Title:

James D. Riley, Jr.
Vice President

Address: 730 Veterans Memorial Highway
Hauppauge, New York 11788

Attention: James D. Riley, Jr.

Telecopier No.: 516-360-7112

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**PATENT
REEL: 9197 FRAME: 0234**

RECORDED: 05/21/1998 PATENT
REEL: 9197 FRAME: 0235