

06-17-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and T.

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ginal documents or copy thereof.

1. Name of conveying party(ies):

PIC Acquisition Corp.
6111 South 228th Street
Kent, WA 98032Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 5, 1998

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation, as Agent

Internal Address:

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

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

4. Application number(s) or registration 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 A

B. Patent registration No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Federal Research 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: 3

7. Total fee (37 CFR 3.41): \$ 120.00

☐ 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

Benjamin Katz

Name of Person Signing

Signature

6/8/98

Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

REEL: 929 FRAME: 0028

SCHEDULE A

Schedule A to a Patent Assignment of Security dated June 8, 1998, by and between PIC ACQUISITION CORP. and FLEET CAPITAL CORPORATION, as Agent.

<u>APPLICATION OR PATENT NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
284,342	U.S.A.	Combined Pasta Measuring and Serving Utensil
390,757	U.S.A.	Colander
08/688,991	U.S.A.	Ergonomic Handle

PATENT ASSIGNMENT OF SECURITY

WHEREAS, PIC ACQUISITION CORP. (to be renamed Progressive International Corporation), a corporation formed under the laws of Delaware, located at 6111 South 228th Street, Kent, Washington 98032 ("Borrower"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet Capital Corporation ("Fleet"), the various other financial institutions (together with Fleet, collectively, the "Lenders") named in or which hereafter become a party to the Loan Agreement (as hereafter defined) and Fleet as collateral and administrative agent for Lenders (in such capacity, "Agent"), pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower; and (ii) a certain Patent Collateral Security Agreement, dated the date hereof made by Borrower in favor of Agent for its benefit and for the ratable benefit of Lenders (as such agreements may be amended, modified, restated or supplemented from time to time, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
June 5, 1998

Witness:

13 ktr

PIC ACQUISITION CORP.

By:

Title: President

[Signature]

Witness:

13 ktr

FLEET CAPITAL CORPORATION, as Agent

By:

Title: President

Richard A. Goss

[illegible]

On this 4th day of June, 1998, before me personally came David Hoffman, to me known, who, being by me duly sworn, did depose and say that he is the President of PIC ACQUISITION CORP., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation

Richard Rod
Notary Public

[illegible]

RICHARD ROEL
NOTARY PUBLIC, State of New York
No. 01R05026268
Qualified in Queens County
Commission Expires April 18, 2000

On this 4th day of June, 1998, before me personally came Richard A. Gere, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of FLEET CAPITAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Richard Ruel
Notary Public

RICHARD ROEL
NOTARY PUBLIC, State of New York
No. 01R05026268
 Qualified in Queens County
 Commission Expires April 18, 2000