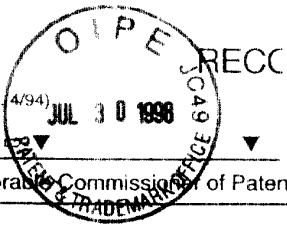


OMB No. 0651-0011 (exp. 4/94)



08-05-1998

TEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ⇨ ⇨

100784290

To the Honorable Commissioner of Patents, U.S. Patent Office, Washington, D.C. 20590

1. Name of conveying party(ies):  
California Webbing Industries, Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

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

### 3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Agreement with V&A Attachment

Execution Date: July 17, 1998

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial  
Services, Inc., as Agent  
Internal Address:

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

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)

B. Patent No.(s)

5167263

Additional numbers attached? ☐ Yes ☒ No

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

Name: LARRY S. JONES

Internal Address: Schulte, Dietrich & Leber

Street Address: 900 Third Ave

City: New York State: NY ZIP: 10022

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 10.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

26052

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

01/04/1998 DNGUYEN 00000106 200052 5167263

DO NOT USE THIS SPACE

01 00.581 40.00 CH

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.*

Lynn Tanner

Name of Person Signing

**Signature**

7/24/98

Date \_\_\_\_\_

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

**Mail documents to be recorded with required cover sheet information to:**

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

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(PATENTS AND PATENT APPLICATIONS)

See attached.

## SCHEDULE III

Cal Web

Page: 14

PATENT APPLICATIONS

Case Number	Client Ref	Name/ Inventors	Resp Serial Alty Number	Filing Date	Patent Number	Issue Date	Status/ Present Owner
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PATENT APPLICATIONS

7004		U.S. PATENT 5,167,263	ERG 07/777065	10/16/91	5167263	12/01/92	Issued 12/01/92 California Webbing
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1. Kelen  
2. Woods

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, CALIFORNIA WEBBING INDUSTRIES, INC. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement dated July 17, 1998 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. as agent for certain lenders (the "Assignee");

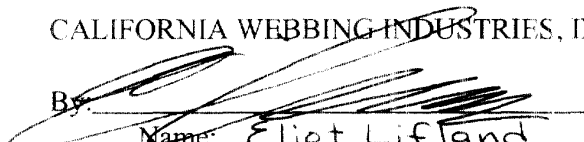
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 17, 1998.

CALIFORNIA WEBBING INDUSTRIES, INC.

By:   
Name: Eliot Lifland  
Title: President

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 17<sup>th</sup> day of July, 1998 before me personally came Eliot Lifland to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of California Webbing Industries, Inc., a CA corporation, and that he executed the foregoing instrument in the firm name of California Webbing Industries, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Lynn S. Tanner

**LYNN S. TANNER**  
Notary Public, State of New York  
No. 02TA5084488  
Qualified in New York County  
Commission Expires Sept. 2, 1999

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number  
and Filing Office)

Tax ID / Social Security No

Tax ID / Social Security No

4. This Financing Statement covers the following types (or items) of property:

This Financing Statement covers, without limitation, all of  
the Debtor's right, title and interest in and to all of its now  
existing and hereafter created or acquired patents and patent  
applications and license agreements with respect to any patent  
or patent application, as more fully described on Schedule A  
attached hereto, including, without limitation, those  
trademarks and trademark registrations described in Exhibit 1  
attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Patent and Trademark Office

Check ☒ if covered: ☐ Proceeds of Collateral are also Covered. ☐ Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Parties

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

PATENT  
REEL: 9350 FRAME: 0338

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
511 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number,  
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

4. This Financing Statement covers the following types (or item(s)) of property:  
This Financing Statement covers, without limitation, all of  
the Debtor's right, title and interest in and to all of its now  
existing and hereafter created or acquired patents and patent  
applications and license agreements with respect to any patent  
or patent application, as more fully described on Schedule A  
attached hereto, including, without limitation, those  
trademarks and trademark registrations described in Exhibit 1  
attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so):

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Patent and Trademark Office

Check ☒ if covered: ☐ Proceeds of Collateral are also Covered. ☐ Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(2) Filing Officer Copy - Numerical



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) California Webbing Industries, Inc. 521 Roosevelt Avenue Central Falls, RI 02863	2. Secured Party(ies) and address(es) The CIT Group/Commercial Services, Inc., as Agent 1211 Avenue of the Americas New York, NY 10036	For Filing Officer (Date, Time, Number, and Filing Office)
Tax ID / Social Security No.	Tax ID / Social Security No.	
4. This Financing Statement covers the following types (or items) of property: This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired patents and patent applications and license agreements with respect to any patent or patent application, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:	Filed with: Patent and Trademark Office
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also Covered. <input type="checkbox"/> Products of collateral are also covered. No. of additional Sheets presented:	

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 19

By: (Signature of Secured Party or Assignee of record. Not Valid Until Signed)

(3) Filing Officer Copy - Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
121 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number  
and Filing Office)

Tax ID / Social Security No

Tax ID / Social Security No

4. This Financing Statement covers the following types (or items) of property:

This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired patents and patent applications and license agreements with respect to any patent or patent application, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Patent and Trademark Office

Check ☒ if covered: ☐ Proceeds of Collateral are also Covered. ☐ Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(4) Secured Party Copy

**ORIGINATOR** - Remove this copy and forward balance of form intact for filing.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
511 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1201 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number,  
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

This Financing Statement covers the following types (or items) of property:

This Financing Statement covers, without limitation, all of  
the Debtor's right, title and interest in and to all of its now  
existing and hereafter created or acquired patents and patent  
applications and license agreements with respect to any patent  
or patent application, as more fully described on Schedule A  
attached hereto, including, without limitation, those  
trademarks and trademark registrations described in Exhibit 1  
attached hereto and made a part hereof

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Patent and Trademark Office

Check ☒ if covered: ☐ Proceeds of Collateral are also Covered. ☐ Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(5) Debtor Copy

**ORIGINATOR** - Remove this copy and forward balance of form intact for filing.

**SCHEDULE A**  
to UCC-1 Financing Statement Naming:

California Webbing Industries, Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863, as debtor ("Debtor"),

and

The CIT Group/Commercial Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036, as secured party ("Secured Party")

---

This Financing Statement covers the following types (or items) of property (collectively, the "Collateral"):

All trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Exhibit I hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilution's thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses,

in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Exhibit J

Page: 14

Case Number	Client Ref	Name/Inventors	Resp. Serial App. Number	Filing Date	Patent Number	Issue Date	Status/ Present Owner
7004		U.S. PATENT 5,167,263	ERG 07/777085	10/16/91	5167263	12/01/92	Issued 12/01/92 California Webbing

PATENT APPLICATIONS