

01-20-1999

FORM PTO-1586  
(Rev. 8-83)

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

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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

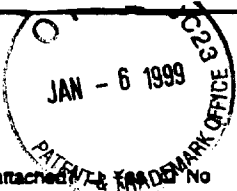
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To the Honorable Commissioner (

Please use attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Proven Designs, Inc.

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

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

Name: NationsBank, N.A.

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

Street Address: 100 South Charles Street

City: Baltimore State: MD ZIP: 21201

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

## 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)

5,529,659

5,749,822

Additional numbers attached? ☐ Yes ☒ No

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

Name: Tanya D. Bennett, Legal Assistant

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

Street Address: Miles & Stockbridge  
10 Light Street

City: Baltimore State: MD ZIP: 21202

## 6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41).....\$ 80<sup>00</sup> E☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by direct 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.

Tanya Bennett

Name of Person Signing

Tanya Bennett

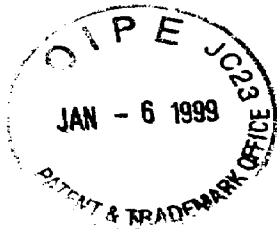
Signature

Christine E. Wilson

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

11

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



Additional Receiving Parties:

NationsBank Europe Limited  
New Broad Street House  
35 New Broad Street  
London, England EC2M1NH  
Attn: Aidan Fisher

## COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY (this "Assignment") is made as of this 4 day of December, 1998, by PROVEN DESIGNS, INC., a corporation organized and existing under the laws of the State of New York (the "Assignor"), in favor of NATIONSBANK, N. A., a national banking association (the "Domestic Lender") and NATIONSBANK EUROPE LIMITED, a banking corporation organized and existing under the laws of England and Wales (the "Belgian Lender") (the Domestic Lender and the Belgian Lender are herein collectively referred to as the "Lenders" and individually as a "Lender").

### RECITALS

A. The Assignor has applied to the Lenders for certain revolving credit, term loan and capital expenditure line of credit facilities (the "Credit Facilities") under the provisions of a certain Financing and Security Agreement dated the date hereof by and among the Lenders, the Assignor and the other "Borrowers" (as defined in the Financing Agreement) (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor has adopted, used and is using certain patents as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the patents also as listed on SCHEDULE A (collectively, the "Patents").

C. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lenders, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Patents and under which the Lenders are entitled to foreclose or otherwise deal with the Patents under the terms and conditions set forth in the Financing Agreement.

D. The Lenders desires to have the interest of the Lenders in such Patents confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lenders the Patents and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

## ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lenders all of its present and future right, title and interest in and to, and grants to the Lenders a security interest in, Lien on, and collateral assignment of, the Patents, together with all of the Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents and patent applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of patents, and (f) all rights corresponding to any of the foregoing throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Domestic Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lenders or in favor of such person as the Domestic Lender may designate, and may be the subject of such confirmatory instruments as the Domestic Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### Section 2.1 Patent Existence.

The Assignor represents and warrants to the Lenders, and shall be deemed to represent and warrant to the Lenders at the time a Loan is made, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1.1 The Patents are subsisting and have not been adjudged invalid or unenforceable in the United States.

2.1.2 Each of the Patents is valid and enforceable in the United States.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, each of the Patents is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lenders' rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor obtains rights or becomes entitled to the benefit of any patent, patent application, or patentable invention (other than the Patents), or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Lenders prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lenders' request, obtain consents to this Assignment where the Assignor's right to assign any Patents requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Financing Agreement, the Assignor hereby covenants and agrees to maintain the Patents in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired.

3.2.2 Except as permitted by the provisions of the Financing Agreement, the Assignor shall have the duty to (a) prosecute diligently any patent application that is part of the Patents pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full and all Commitments have been terminated or have expired, (b) preserve and maintain all rights in such applications and/or Patents including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Domestic Lender, to make federal patent application for patentable inventions. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Patent or any pending application for patent registration, without the consent of the Domestic Lender.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents, in which event the Lenders may, if necessary, at their own expense, be joined as a nominal party to such suit if the Lenders shall have been satisfied that they are not thereby incurring any risk of liability because of such joinder. If suit is

brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lenders in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Domestic Lender may do so in the Assignor's name or in the Lenders' names, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lenders in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lenders in protecting, defending and maintaining the Patents.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents.

### Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lenders upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Lenders in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents, or in enforcing the Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Assignor on demand by the Lender.

## ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

### Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Patents and (b) the Lenders shall have no right to use the Patents or issue any exclusive or non-exclusive license under the Patents, or assign, pledge or otherwise transfer title in the Patents to any other party. Except as otherwise permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Domestic Lender.

### Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Domestic Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or

permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Patents covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Domestic Lender to make, constitute and appoint any officer of Domestic Lender as the Domestic Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lenders or in the name of the Assignor or otherwise, for the use and benefit of the Lenders to use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lenders are satisfied in full and all Commitments.

#### Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Financing Documents.

#### Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments, the Lenders shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents.

#### Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lenders' rights and remedies with respect to the Patents, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lenders or by law shall be cumulative and may be exercised singularly or concurrently.

### ARTICLE V MISCELLANEOUS

#### Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be a "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

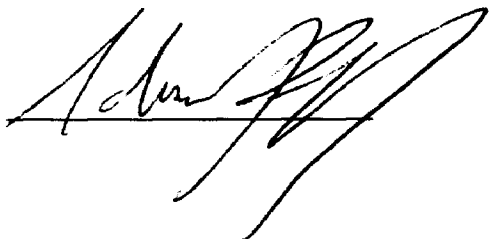
Section 5.5 Governing Law.


This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the day and year first above written.

WITNESS OR ATTEST:

PROVEN DESIGNS, INC.



By:  (SEAL)  
Brooke Ablon  
Vice President

Approved and Accepted:

\_\_\_\_\_

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



ACKNOWLEDGMENT

*NEW YORK, COUNTY OF MONROE*  
STATE OF ~~MARYLAND~~, CITY OF ~~BALTIMORE~~, TO WIT:

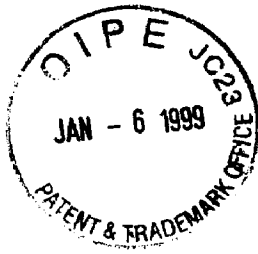
On this 3rd day of December, 1998, before me personally appeared Brooke Ablon, to me known and being duly sworn, deposes and says that he is the Vice President of PROVEN DESIGNS, INC., a New York corporation the Assignor; that he signed the Assignment as Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

*Beth Elia Wilkens*  
Notary Public

My Commission Expires: 1999

BETH ELA WILKENS  
Notary Public, State of New York  
Monroe County  
Commission Expires Aug. 31 1999

*No. 02W1483668*



SCHEDULE A

LIST OF PATENTS OF  
PROVEN DESIGNS, INC.

<u>Type of Patent</u>	<u>Patent Number</u>	<u>Application Date</u>	<u>Date of Patent</u>
Zipper Attaching Apparatus	5,529,659	11/25/94	6/25/96
Gusset Forming Mechanism	5,749,822	3/18/96	5/12/98