

11-02-1999

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



101189091

U.S. Department of Commerce
Patent and Trademark Office
PATENT

1120
1028.95

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # 9731 Frame # 0539

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) Stull, Gene Execution Date 12/17/98
Month Day Year

Name (line 2) an individual

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) LaSalle National Bank (n/k/a LaSalle Bank National

Name (line 2) Association), a national banking association

Address (line 1) 135 South LaSalle Street, Suite 425

Address (line 2) _____

Address (line 3) Chicago Illinois 60603
City State/Country Zip Code

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

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) _____

11/02/1999 DNGUYEN 00000129 60107635

FOR OFFICE USE ONLY

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1120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT
REEL: 010340 FRAME: 0396

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) 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)		
<input type="text" value="60107,635"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,437,383"/>	<input type="text" value="5,221,029"/>	<input type="text" value="5,072,863"/>
<input type="text" value="60096,510"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,417,349"/>	<input type="text" value="5,121,859"/>	<input type="text" value="5,046,646"/>
<input type="text" value="08947,355"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,358,146"/>	<input type="text" value="5,090,598"/>	<input type="text" value="5,044,530"/>

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 Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT

only if a U.S. Application Number has not been assigned. PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account


(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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.

Sanjay Sharma 

Name of Person Signing Signature Date

4,842,169
4,826,055
4,773,572
4,754,899
4,653,676
4,651,886
4,648,520
4,646,949
4,646,947
4,635,823
4,625,899
4,570,825
4,546,893
4,477,002
4,424,918
D 297,598

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Security Agreement") made as of this 17th day of December, 1998, by Gene Stull ("Pledgor") in favor of LaSalle National Bank with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Lender"):

WITNESSETH

WHEREAS, Stull Technologies, Inc. ("Borrower") and Lender are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in substantially all of Borrower's assets;

WHEREAS, the Pledgor is a shareholder of Borrower and owner of the Patents (defined below), all of which are used by Borrower in the conduct of its business;

WHEREAS, the extension and/or continued extension of credit, as aforesaid, by Pledgee is necessary and desirable to the conduct and operation of the business of Borrower and will inure to the personal and financial benefit of the Pledgor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

1. Defined terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Borrower's Liabilities, as defined in the Loan Agreement, to the Pledgee, whether for principal, interest, fees, expenses or otherwise, and all obligations of the Pledgor now or hereafter existing under this Agreement (the Liabilities under the Loan Agreement and all such obligations of the Pledgor now or hereafter existing under this Agreement being referred to herein as the "**Liabilities**"), Pledgor hereby grants to Lender a continuing security interest in Pledgor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications used or useable by Borrower, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Pledgor warrants and represents to Lender that:

(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Except with respect to any Patents previously assigned to Borrower, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Pledgor not to sue third persons;

(iii) Pledgor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Pledgor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Pledgor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Pledgor shall not, without the prior written consent of Lender, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents. Pledgor represents and warrants that, based on a diligent investigation by Pledgor, the Patents listed on Schedule A constitute all of the registered Patents and Patent applications now owned by Pledgor. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Pledgor shall (i) become aware of any existing Patents of which Pledgor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Pledgor shall give to Lender prompt written notice thereof. Pledgor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents.

6. Royalties; Terms. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the Patents and (ii) the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Pledgor agrees that upon the occurrence of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Pledgor.

7. Release of Security Interest This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Pledgor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Pledgor and until paid shall constitute Liabilities.

9. Duties of Pledgor. Pledgor shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve

and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Pledgor's obligations under this Section 9 shall be borne by Pledgor.

10. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lender or Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The Pledgor waives presentment and demand for payment of any of the Liabilities, protest and notice of dishonor or default with respect to any of the Liabilities, and all other notices to which the Pledgor might otherwise be entitled, except as otherwise expressly provided herein.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements

All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Pledgor's true and lawful attorney-in-fact, with power to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Pledgor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Pledgor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Pledgor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Pledgor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Security Interest Absolute. All rights of the Pledgee and security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:


(i) any lack of validity or enforceability of the Loan Agreement or an other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Liabilities, or any other amendment or waiver of or any consent to any departure from the Loan Agreement;

(iii) any exchange, surrender, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Liabilities; or

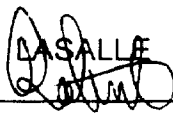
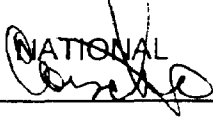
(iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor in respect of the Liabilities or of this Agreement.

IN WITNESS WHEREOF, Pledgor has duly executed this Security Agreement as of the date first written above.



Gene Stull

Agreed and Accepted
As of the Date First Written Above

By  LASALLE NATIONAL BANK
Its 

Sf/m:abl\abllegal\stull\loandocs\patents
ecagmtgene

SCHEDULE A**U.S. PATENTS**

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
✓ U.S. 5,437,383	8/1/95	Snap-hinge closure cap with full circumferential seal
✓ U.S. 5,417,349	5/23/95	Liquid dispenser for eye drops
✓ U.S. 5,358,146	10/25/94	Hand-held dispenser with twist-to-open cap
✓ U.S. 5,221,029	6/22/93	Closure and applicator cap having a break-away, finger-engageable tip portion
✓ U.S. 5,121,859	6/16/92	Non-resealable dispenser cap construction
✓ U.S. 5,090,598	2/25/92	Dispenser construction
✓ U.S. 5,072,863	12/17/91	Push-to-open non-resealable cap construction
✓ U.S. 5,046,646	9/10/91	Non-resealable dispenser cap construction
✓ U.S. 5,044,530	9/3/91	Ribbon-type dispensing cap having an axial closure blade
✓ U.S. 4,842,169	6/27/89	Twist cap having adjustable flow rate
✓ U.S. 4,826,055	5/2/89	Closure cap construction
✓ U.S. 4,773,572	9/27/88	Hand-held dispenser with automatic venting
✓ U.S. 4,754,899	7/5/88	Twist cap having adjustable flow rate
✓ U.S. 4,653,676	3/31/87	Captive cap construction for hand-held dispenser
✓ U.S. 4,651,886	3/24/87	Screw cap with sealing liner
✓ U.S. 4,648,520	3/10/87	Cap and means for retaining cap liner
✓ U.S. 4,646,949	3/3/87	Captive dispensing cap construction
✓ U.S. 4,646,947	3/3/87	Hand-held dispenser with automatic cap venting
✓ U.S. 4,635,823	1/13/87	Dispensing closure construction
✓ U.S. 4,625,899	12/2/86	Hand-held dispenser with automatic venting

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
✓ U.S. 4,570,825	2/18/86	Tamper-evident cap construction
✓ U.S. 4,546,893	10/15/85	Tamper-evident closure cap construction
✓ U.S. 4,477,002	10/16/84	Dispensing cap construction
✓ U.S. 4,424,918	1/10/84	Non-resealable dispenser cap construction
✓ U.S.D. 297,598	9/13/88	Safety cap for containers

FOREIGN PATENTS

Australia #629,506	6/2/92	Ribbon Dispenser
Australia #547,283	9/24/82	Non-resealable Dispenser Cap Construction
Belgium #09 200 767	4/1/97	Breakaway Tip Having Support Rib
Belgium #91 00 111	6/2/92	Ribbon Dispenser
Canada #57 405	10/28/86	Safety Cap for Containers
Canada #1,158,605	12/13/83	Dispensing Cap Construction
Canada #1,179,977	12/27/84	Non-resealable Dispenser Cap Construction
Canada #1,183,809	3/12/85	Captive Dispensing Cap Construction
Canada #1,222,973	6/16/87	Dispensing Cap Construction
Canada #1,250,818	3/7/89	Dispensing Closure Construction
Canada #1,259,282	9/12/89	Closure Cap Construction
Canada #1,260,875	9/26/89	Captive Dispensing Cap Construction
Canada #1,275,386	10/23/90	Twist Cap having Adjustable Flow Rate
Canada #1,284,129	10/15/85	Tamper Evident Closure Cap
Canada #1,288,386	9/3/91	Screw Cap Construction

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
Canada #1,291,086	10/22/91	Hand-held Dispenser with Automatic Venting
Canada #1,300,091	5/5/93	Captive Cap Construction, Hand-held Dispenser
Canada #1,307,243	9/8/92	Hand-held Dispenser with Automatic Venting
Canada #1,309,379	10.28/92	Tamper Evident Cap Construction
Canada #2,038,768	2/17/94	Non-resealable Dispenser Breakaway Tab Closure
England #2,263,473	9/6/95	Breakaway Tip having Support Rib
England #2,052,551	6/15/95	Push & Lock Closure Cap
England #1,415,265	8/22/73	Twist Release Safety Closure
England #2,068,911	12/7/83	Locking Closure Cap
England #2,098,969	4/3/85	Captive Dispensing Cap Construction
England #2,092,559	9/17/81	Dispensing Cap Construction
England #2,107,686	2/20/85	Non-resealable Dispenser Cap Construction
England #2,168,958	11/18/85	Captive Cap Construction - Hand-held Dispenser
England #2,162,501	8/1/84	Dispensing Cap Construction
England #2,161,463	7/5/85	Tamper Evident Cap Construction
England #2,174,981	7/7/86	Dispensing Closure Construction
England #2,170,790	1/30/86	Hand-held Dispenser with Automatic Venting
England #2,182,916	11/7/86	Hand-held Dispenser with Automatic Venting
England #2,185,004	10/31/86	Captive Dispensing Cap Construction
England #2,192,620	5/7/87	Screw Cap Construction
England #2,206,568	8/15/85	Tamper Evident Closure Cap

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
England #2,240,775	6/5/92	Ribbon Dispenser
England #2,263,473	9/6/95	Breakaway Tip having Support Ribs
England #2,278,837	1/21/97	Posi-flip hinge Closure
England #2,284,202	4/16/97	Push-pull Spray Type Dispenser Cap
France #91 01 325	11/23/94	Ribbon Dispenser
France #91 04 032	1/26/95	Non-resealable Dispenser having Breakaway Tabs
France #92 09 991	10/28/97	Breakaway Cap
France #94 12 483	11/3/94	Same Plane Closure
France #94 13 226	1/22/97	Spray-Type Dispenser Cap

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Date Applied</u>	<u>Title</u>
U.S. 60/107,635	11/9/98	Self sealing valve with pressure relief
U.S. 60/096,510	8/14/98	Twist style dispensing closure with venting system
U.S. 08/947,355	10/8/97	Variable rate dispenser closure

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Security Agreement") made as of this 17th day of December, 1998, by Gene Stull ("**Pledgor**") in favor of LaSalle National Bank with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"):

WITNESSETH

WHEREAS, Stull Technologies, Inc. ("Borrower") and Lender are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in substantially all of Borrower's assets;

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(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Except with respect to any Patents previously assigned to Borrower, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Pledgor not to sue third persons;

(iii) Pledgor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Pledgor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

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5. New Patents. Pledgor represents and warrants that, based on a diligent investigation by Pledgor, the Patents listed on Schedule A constitute all of the registered Patents and Patent applications now owned by Pledgor. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Pledgor shall (i) become aware of any existing Patents of which Pledgor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Pledgor shall give to Lender prompt written notice thereof. Pledgor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents.

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8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Pledgor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Pledgor and until paid shall constitute Liabilities.

9. Duties of Pledgor. Pledgor shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve

and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Pledgor's obligations under this Section 9 shall be borne by Pledgor.

10. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lender or Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The Pledgor waives presentment and demand for payment of any of the Liabilities, protest and notice of dishonor or default with respect to any of the Liabilities, and all other notices to which the Pledgor might otherwise be entitled, except as otherwise expressly provided herein.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements

All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Pledgor's true and lawful attorney-in-fact, with power to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Pledgor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Pledgor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Pledgor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Pledgor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Security Interest Absolute. All rights of the Pledgee and security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

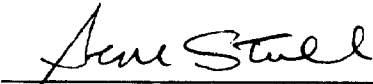
(i) any lack of validity or enforceability of the Loan Agreement or an other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Liabilities, or any other amendment or waiver of or any consent to any departure from the Loan Agreement;

(iii) any exchange, surrender, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Liabilities; or

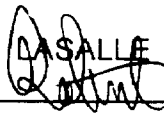
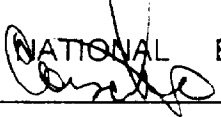
(iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor in respect of the Liabilities or of this Agreement.

IN WITNESS WHEREOF, Pledgor has duly executed this Security Agreement as of the date first written above.



Gene Stull

Agreed and Accepted
As of the Date First Written Above

By  LASALLE NATIONAL BANK
Its 

Sf/m:abl\abllegal\stull\loandocs\patents
ecagmtgene

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
Canada #1,291,086	10/22/91	Hand-held Dispenser with Automatic Venting
Canada #1,300,091	5/5/93	Captive Cap Construction, Hand-held Dispenser
Canada #1,307,243	9/8/92	Hand-held Dispenser with Automatic Venting
Canada #1,309,379	10.28/92	Tamper Evident Cap Construction
Canada #2,038,768	2/17/94	Non-resealable Dispenser Breakaway Tab Closure
England #2,263,473	9/6/95	Breakaway Tip having Support Rib
England #2,052,551	6/15/95	Push & Lock Closure Cap
England #1,415,265	8/22/73	Twist Release Safety Closure
England #2,068,911	12/7/83	Locking Closure Cap
England #2,098,969	4/3/85	Captive Dispensing Cap Construction
England #2,092,559	9/17/81	Dispensing Cap Construction
England #2,107,686	2/20/85	Non-resealable Dispenser Cap Construction
England #2,168,958	11/18/85	Captive Cap Construction - Hand-held Dispenser
England #2,162,501	8/1/84	Dispensing Cap Construction
England #2,161,463	7/5/85	Tamper Evident Cap Construction
England #2,174,981	7/7/86	Dispensing Closure Construction
England #2,170,790	1/30/86	Hand-held Dispenser with Automatic Venting
England #2,182,916	11/7/86	Hand-held Dispenser with Automatic Venting
England #2,185,004	10/31/86	Captive Dispensing Cap Construction
England #2,192,620	5/7/87	Screw Cap Construction
England #2,206,568	8/15/85	Tamper Evident Closure Cap

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
England #2,240,775	6/5/92	Ribbon Dispenser
England #2,263,473	9/6/95	Breakaway Tip having Support Ribs
England #2,278,837	1/21/97	Posi-flip hinge Closure
England #2,284,202	4/16/97	Push-pull Spray Type Dispenser Cap
France #91 01 325	11/23/94	Ribbon Dispenser
France #91 04 032	1/26/95	Non-resealable Dispenser having Breakaway Tabs
France #92 09 991	10/28/97	Breakaway Cap
France #94 12 483	11/3/94	Same Plane Closure
France #94 13 226	1/22/97	Spray-Type Dispenser Cap

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Date Applied</u>	<u>Title</u>
U.S. 60/107,635	11/9/98	Self sealing valve with pressure relief
U.S. 60/096,510	8/14/98	Twist style dispensing closure with venting system
U.S. 08/947,355	10/8/97	Variable rate dispenser closure

FORM (Rev. 6-90)

OMB No. 0511-0011 (exp. 4-94)

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02-04-1999

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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Documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Stull Technologies, Inc.

2/2/99

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

2. Name and address of receiving party(ies)

Name: LaSalle National Bank

Internal Address: Suite 425-2 1999

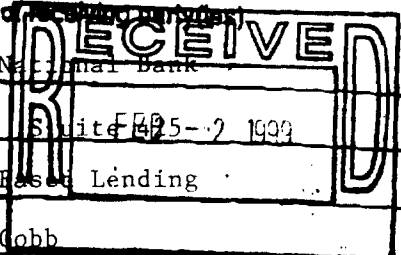
Attn: Asset Based Lending

Tanya Cobb

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

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



3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 17, 1998

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)

See attached

Additional numbers attached? Yes No

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

Name: LaSalle National Bank

Internal Address: Suite 425: Asset Based Lending

Attn: Asset Based Lending

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and patents involved:

25

7. Total fee (37 CFR 3.41).....\$ 1,000.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

E

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

02/03/1999 00000313 5437383

01.FC:581

1000.00 0P

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 Cobb

Name of Person Signing

Tanya Cobb

Signature

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

12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE A**U.S. PATENTS**

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
✓ U.S. 5,437,383	8/1/95	Snap-hinge closure cap with full circumferential seal
✓ U.S. 5,417,349	5/23/95	Liquid dispenser for eye drops
✓ U.S. 5,358,146	10/25/94	Hand-held dispenser with twist-to-open cap
✓ U.S. 5,221,029	6/22/93	Closure and applicator cap having a break-away, finger-engageable tip portion
✓ U.S. 5,121,859	6/16/92	Non-resealable dispenser cap construction
✓ U.S. 5,090,598	2/25/92	Dispenser construction
✓ U.S. 5,072,863	12/17/91	Push-to-open non-resealable cap construction
✓ U.S. 5,046,646	9/10/91	Non-resealable dispenser cap construction
✓ U.S. 5,044,530	9/3/91	Ribbon-type dispensing cap having an axial closure blade
✓ U.S. 4,842,169	6/27/89	Twist cap having adjustable flow rate
✓ U.S. 4,826,055	5/2/89	Closure cap construction
✓ U.S. 4,773,572	9/27/88	Hand-held dispenser with automatic venting
✓ U.S. 4,754,899	7/5/88	Twist cap having adjustable flow rate
✓ U.S. 4,653,676	3/31/87	Captive cap construction for hand-held dispenser
✓ U.S. 4,651,886	3/24/87	Screw cap with sealing liner
✓ U.S. 4,648,520	3/10/87	Cap and means for retaining cap liner
✓ U.S. 4,646,949	3/3/87	Captive dispensing cap construction
✓ U.S. 4,646,947	3/3/87	Hand-held dispenser with automatic cap venting
✓ U.S. 4,635,823	1/13/87	Dispensing closure construction
✓ U.S. 4,625,899	12/2/86	Hand-held dispenser with automatic venting

<u>Patent</u>	<u>Date Issued</u>	<u>Title</u>
✓ U.S. 4,570,825	2/18/86	Tamper-evident cap construction
✓ U.S. 4,546,893	10/15/85	Tamper-evident closure cap construction
✓ U.S. 4,477,002	10/16/84	Dispensing cap construction
✓ U.S. 4,424,918	1/10/84	Non-resealable dispenser cap construction
✓ U.S.D. 297,598	9/13/88	Safety cap for containers

FOREIGN PATENTS

Australia #629,506	6/2/92	Ribbon Dispenser
Australia #547,283	9/24/82	Non-resealable Dispenser Cap Construction
Belgium #09 200 767	4/1/97	Breakaway Tip Having Support Rib
Belgium #91 00 111	6/2/92	Ribbon Dispenser
Canada #57 405	10/28/86	Safety Cap for Containers
Canada #1,158,605	12/13/83	Dispensing Cap Construction
Canada #1,179,977	12/27/84	Non-resealable Dispenser Cap Construction
Canada #1,183,809	3/12/85	Captive Dispensing Cap Construction
Canada #1,222,973	6/16/87	Dispensing Cap Construction
Canada #1,250,818	3/7/89	Dispensing Closure Construction
Canada #1,259,282	9/12/89	Closure Cap Construction
Canada #1,260,875	9/26/89	Captive Dispensing Cap Construction
Canada #1,275,386	10/23/90	Twist Cap having Adjustable Flow Rate
Canada #1,284,129	10/15/85	Tamper Evident Closure Cap
Canada #1,288,386	9/3/91	Screw Cap Construction