

Form PTO-1595 1-31-92		05-01-2000 	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents 1100 4-6-00 700 APR -6 PM 3:33 OPR/FINANCE		101339080 original documents or copy thereof.	
1. Name of conveying party(ies): Humphreys Inc. Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> FINANCE	2. Name and address of receiving party(ies): Name: Bankers Trust Company Internal Address: One Bankers Trust Plaza Street Address: 130 Liberty Street City: New York State: New York ZIP: 10006 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: December 30, 1999	4. Application number(s) or patent number(s). If this document is being filed together with a new application, the execution date of this application is: A. Patent Application No. (s) B. Patent No. (s) Please see attached Schedule A Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brian Jaenicke, Legal Assistant Internal Address: White & Case LLP Street Address: 1155 Avenue of the Americas City: New York State: NY ZIP: 10036-2787	6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 3.41): ...\$120.00.... <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, in case of deficiency 8. Deposit account number: 23-1705 (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. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> Brian T. Jaenicke Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 20%; text-align: center;"> 3/30/2000 Date </div> <div style="width: 10%; text-align: right;"> Total number of pages comprising cover sheet: 1 </div> </div>			
<div style="display: flex; justify-content: space-between;"> 04/28/2000 J1ALL002 00000045 5772039 Do not detach this portion </div> <div style="display: flex; justify-content: space-between;"> 01 FC:561 120.00 (P) </div> <p>Mail documents to be recorded with required cover sheet information to:</p> <p style="text-align: center;">Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p> <p>Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.</p>			

new York 48921 v1 (Rev 01/94)

PATENT
REEL: 010731 FRAME: 0365

SCHEDULE A

Patents and Patent Applications
Owned By HUMPHREYS INC.

<u>PATENT</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
THEFT-DETERRENT DISPLAY PACKAGING SYSTEM	5,772,039	6/30/1998
BELT EDGE BURNISHING MACHINE	5,941,101	8/24/1999
REVERSIBLE APPAREL BELT	5,515,550	5/14/1996

[PATENT.DOC]

PATENT
REEL: 010731 FRAME: 0366

**GRANT OF SECURITY INTEREST
IN PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HUMPHREYS INC., a Delaware corporation (the "Assignor") with principal offices at 2009 West Hastings Street, Chicago, Illinois 60608-1123, hereby grants to BANKERS TRUST COMPANY, as Collateral Agent (the "Assignee"), with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's rights, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule A attached, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Patents, and, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

GRANT OF SECURITY INTEREST IN PATENTS, effective as of December 30, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 28, 1995 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Patents acquired under this Grant of Security Interest in Patents.

This Grant of Security Interest in Patents has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Patents are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

[PATENT.DOC]

**PATENT
REEL: 010731 FRAME: 0367**

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security
Interest in Patents as of the 30th day of December, 1999.

HUMPHREYS INC., Assignor

By *L. F. Fleming*
Name: Lawrence F. Fleming
Title: President and CEO

BANKERS TRUST COMPANY
as Collateral Agent, Assignee

By *Mary Kay Coyle*
Name:
Title: MARY KAY COYLE
Managing Director

STATE OF ILLINOIS)
) ss :
COUNTY OF COOK)

On this 30th day of DEC., 1998, before me personally came LAWRENCE F. FLEMING who, being by me duly sworn, did state as follows: that he is PRESIDENT + CEO of HUMPHREYS INC., that he is authorized to execute the foregoing Grant of Security Interest in Patents on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



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Notary Public

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