

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

08-04-2000

U.S. Department of Commerce
Patent and Trademark Office

PATENT



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RECORDATION FORM COVER SHEET
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☐ New
☐ Resubmission (Non-Recordation)
Document ID# ☐ Correction of PTO Error
Reel # Frame # ☐ Corrective Document
Reel # Frame #

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 attachedName (line 1) Catalina Lighting, Inc.Execution Date
Month Day Year
07 18 2000Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year
Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attachedName (line 1) SunTrust BankName (line 2) Address (line 1) 501 East Olas Blvd.Address (line 2) 7th FloorAddress (line 3) Ft. Lauderdale

Florida

33301

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)

08/04/2000 DCOATES 00000125 368544

FOR OFFICE USE ONLY

01 FC:581

360.00 OP

02 FC:584

120.00 OP

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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: 010848 FRAME: 0037

Correspondent Name and Address

Area Code and Telephone Number **404/572-2461**

Name **King & Spalding**

Address (line 1) **Attn: Deborah Corey**

Address (line 2) **191 Peachtree Street**

Address (line 3) **Atlanta, GA 30303-1763**

Address (line 4)

Pages

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

10

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)

			368544	5801490	392571
			406331	5964521	409907
			5868487	388208	394521

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

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

9

Fee Amount

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

360.00

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

+ 120.00 (expedite fee)
\$480.00 (Total)

(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.

Deborah Corey

Name of Person Signing

Deborah Corey

Signature

8/1/00

Date

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS) (this "Agreement"), dated as of July 18, 2000, executed by CATALINA LIGHTING, INC., a Florida corporation (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Credit Agreement (as defined below), on its behalf in its capacities as Domestic Issuing Bank (the "Domestic Issuing Bank") and Domestic Swingline Lender (the "Domestic Swingline Lender"), and on behalf of SUNTRUST BANK, in its capacities as UK Issuing Bank (the "UK Issuing Bank") and UK Swingline Lender (the "UK Swingline Lender").

WITNESSETH:

WHEREAS, the Grantor owns and uses certain patents which are registered in, or patent applications which have been filed in, the United States Patent and Trademark Office, and rights under certain patent licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

WHEREAS, pursuant to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, among the Grantor, Catalina International PLC, a corporation organized under the laws of England and Wales (Registered in England No. 03949382) (the "Holdings Borrower"), Ring PLC, a corporation organized under the laws of England and Wales (Registered in England No. 29796) (the "Sterling Borrower"; the Domestic Borrower, Holdings Borrower and Sterling Borrower are collectively referred to herein as the "Borrowers"), the Lenders, the Administrative Agent, the Domestic Issuing Bank, the Domestic Swingline Lender, the UK Issuing Bank and the UK Swingline Lender (as amended, restated, modified or otherwise supplemented, the "Credit Agreement"), the Lenders have agreed to establish a revolving credit facility and to extend term loans to, and the Domestic Issuing Bank and the UK Issuing Bank have agreed to issue L/Cs for the account of, the Borrowers; and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of July 18, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement) in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Grantor's Patents (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Patent Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

WHEREAS, as a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Grantor grant to the Administrative Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patent License" means any written agreement now or hereafter in existence granting to the Grantor any right to practice any invention on which a Patent is in existence, including, without limitation, the agreements listed on Schedule I attached hereto.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Patent Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals of registrations thereof; and

(b) each Patent License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Patent Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or breach of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

Unless and until the Administrative Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Administrative Agent hereby grants to the Grantor the exclusive, nontransferable, royalty-free right and license under the Property for the Grantor's own benefit and account, so that the Grantor may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property; provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under,

the license granted to the Grantor in this paragraph, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Administrative Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Grantor shall terminate.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Administrative Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Administrative Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Administrative Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Patent (including any Patent application), whether under a Patent License or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Patent. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule I to include any future Patents and Patent Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Administrative Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Administrative Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[Signatures on Following Pages]

Catalina Lighting, Inc.

**U.S. and FOREIGN PATENTS and PATENT APPLICATIONS
MASTER STATUS LIST**

PATENTS - U.S.

- (1) U.S. Design Patent No. Des. 368,544
Issued: April 2, 1996
For: CD RACK/LAMP

Inventors: Michael Perrillo, Jay Johnson, Nathan Katz
Assignee: Catalina Lighting, Inc.
CLL ref.: 16342-05
Status: Issued; no further action required
- (2) U.S. Design Patent No. Des. 406,331
Issued: March 2, 1999
For: PORTABLE FAN

Inventors: Kam-Hoi Chan
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-12 (Div.)
Status: Issued; no further action required
- (3) U.S. Patent No. 5,868,487
Filed: May 27, 1997
Issued: February 9, 1999
For: COMPUTER KEYBOARD LIGHT SYSTEM

Inventors: Kent S. Polley, Robert M. Fontaine
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-13
Status: Issued; first maintenance fee due August 9, 2002

- (4) U.S. Patent No. 5,801,490
Filed: June 10, 1997
Issued: September 1, 1998
For: FIRE SAFE HALOGEN TORCHIERE LAMP

Inventors: Chan K. Fai
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-29
Status: Issued; first maintenance fee due March 1, 2002
- (5) U.S. Patent No. 5,964,521
Filed: January 14, 1997
Issued: October 12, 1999
For: HALOGEN TORCHIERE LAMP DIFFUSER APPARATUS

Inventors: Dennis Arthur Caya
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-31
Status: Issued; first maintenance fee due April 12, 2003
- (6) U.S. Design Patent No. Des. 388,208
Issued: December 23, 1997
For: LAMP BASE WITH CLOCK

Inventors: Ron Nichols
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-32
Status: Issued; no further action required
- (7) U.S. Design Patent No. 392,571
Issued: March 24, 1998
For: LAMP BASE WITH CLOCK

Inventors: Ron Nichols
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-34
Status: Issued; no further action required

(8) U.S. Design Patent No. Des. 409,907
Issued: May 18, 1999
For: PACKAGING AND DISPLAY SYSTEM

Inventors: Dennis Poppe
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-37
Status: Issued; no further action required

(9) U.S. Design Patent No. Des. 394,521
Issued: May 19, 1998
For: RETROFIT GRID FOR HALOGEN TORCHIERE LAMP

Inventors: Dennis Arthur Caya
Assignee: Catalina Lighting, Inc.
CLL Ref.: 16342-38
Status: Issued; no further action required

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

CATALINA LIGHTING, INC.

By: Thomas M. Bluth
Name: Thomas M. Bluth
Title: Secretary

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 18th day of July, 2000 before me personally came Thomas M. Bluth, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Secretary of Catalina Lighting, Inc., who being by me duly sworn, did depose and say that he is the Secretary of Catalina Lighting, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah D. Corey
Notary Public

My Commission Expires:

July 9, 2004



[Signature Page To Collateral Assignment of Patents]

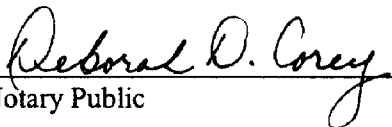
PATENT
REEL: 010848 FRAME: 0045



By: _____
Name: Stephen Derby
Title: Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

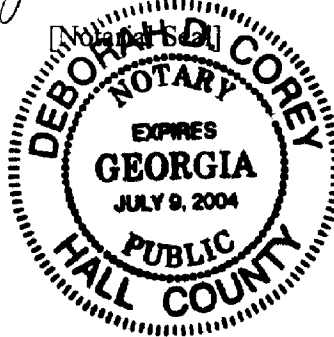
On the 18th day of July, 2000 before me personally came Stephen Derby, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of SunTrust Bank; who being by me duly sworn, did depose and say that he is the Vice President of SunTrust Bank; that the said instrument was signed on behalf of said corporation in its capacity as Administrative Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Administrative Agent under the Credit Agreement.



Notary Public

My Commission Expires:

July 9, 2004



[Signature Page to Collateral Assignment of Patents]