

08-14-2000



101430790

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

7-26-00 mld

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 #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other  men

**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)  Execution Date  
Month Day Year

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

Mark if additional names of receiving parties attached

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.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

**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)

**FOR OFFICE USE ONLY**

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: 010977 FRAME: 0740

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

<input type="text" value="4260876"/>	<input type="text" value="4306140"/>	<input type="text" value="4382177"/>
<input type="text" value="0469078"/>	<input type="text" value="4477129"/>	<input type="text" value="4671582"/>
<input type="text" value="4760621"/>	<input type="text" value="4905347"/>	<input type="text" value="5002320"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**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.)

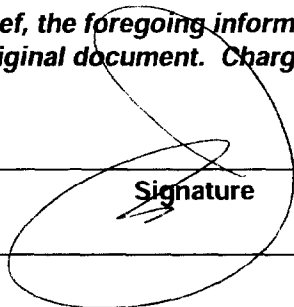
Deposit Account Number: #

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.

Gerald T. Woods  
Name of Person Signing

  
Signature

7/24/00  
Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

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Name (line 2)

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Mark if additional numbers attached

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**Patent Application Number(s)**

**Patent Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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5097642	5113628	DES0332564
5299437	5251402	5363611
5297863	5309066	5315211
5284371	5301092	RE0035120
RE0035392	5544454	RE0035149

# RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

## Conveying Party(ies)

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Enter additional Conveying Parties

Execution Date  
Month Day Year

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Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

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Name (line 2)

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## 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)

5605237  5720540

## COLLATERAL ASSIGNMENT AND PATENT SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND PATENT SECURITY AGREEMENT (this "Agreement"), made as of the 22nd day of December, 1998 by NEW ANTHONY, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, ATLANTA, a Georgia banking corporation, as agent for itself and certain other lenders from time to time party to the Security Agreement defined below ("Agent");

### WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain patents and patent applications filed in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Patent Rights"); and

WHEREAS, Grantor, has entered into a certain Credit and Security Agreement, dated of even date herewith, with the "Lenders" named therein, the Agent and SunTrust Equitable Securities Corporation, as Arranger (herein, as it may be supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Patent Rights. The Patent Rights shall serve as collateral security for the payment of all Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until 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 Patent Rights, Grantor shall own, and may use and enjoy the Patent Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Patent Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Agent in writing of infringements of the Patent Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including

attorneys' fees, incurred by Agent in protecting, defending and maintaining the Patent Rights owned by Grantor.

The security interest in and collateral assignment of the Patent Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in the Patent Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Agent and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized under seal as of the date first above written.

NEW ANTHONY, INC.

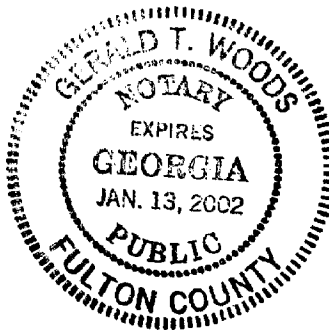
By:   
\_\_\_\_\_  
David Horing, President

On this December 22, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Patent Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of New Anthony, Inc., a Delaware corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.

*Gerald Woods*

Notary Public

GERALD T. WOODS  
NOTARY PUBLIC,  
STATE OF GEORGIA, AT LARGE  
MY COMMISSION EXPIRES:  
1/13/2002



**EXHIBIT "A"**

**Patents**

<b>Patent</b>	<b>Patent Number</b>
Dew Point Differential Power Controller	4260876
Insulative Multisize Heated Window Structure	4306140
Substantially Transparent Insulation - Anti-Condensation Structure	4382177
Combined Adjustable Door Hinge Pin Socket and Adjustable Torque Rod Anchor Device (Torque Master)	469078
Display Type Refrigerator/Freezer Cabinet	4477129
Combined, Plug-In Hinge Pin and Double-Ended Electrical Connector for a Hinged Appliance Door, with Mating Receptacle and Connectors (HINGE MASTER)	4671582
Combination Doorstop, Holdopen and Shock Absorber	4760621
Removable Torque Rod Assembly for Self-Closing Door	4905347
Sliding Hold-Open Device	5002320
Glass Refrigerator Door Structure (MODEL 2100, C-Channel)	5097642
Railless Refrigerator Display Door (MODEL 2100, I-Beam)	5113628
Door Handle (MODEL 2100)	DES 332,564



Patent	Patent Number
Keyed Door Lock Assembly (POM LOCK) (POM LOCK)	5299437
Self Return Mechanism	5251402
Foam Rail Door	5363611
Display Case with Shaped Lighted Shelves	5297863
Solid State Ballast for Fluorescent Lamps (Canterma Ballast)	5309066
Insulator for Fluorescent Lamp	5315211
Sliding Door Lock	5284371
Display Case with Lesis Lighting System	5301092
Reissue of US Pat 4,477,129 - Display Type Refrigerator/Freezer Cabinet	RE 035,120
Glass Refrigerator Door Structure	RE 035,392
Foam Rail Door	5544454
USPA Railless Refrigerator Display Door	RE 035,149
Product Advance Mechanism	5605237
Accessible Ballast and Ballast Mounting	5720540