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

09-14-2000

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





101456360

8.4.	RECORI		N FORM COV FENTS ONL	_	EEI		
TO: The Commissioner of	Patents and Tradem	arks: Pl	ease record the a	ttached o	riginal docun	nent(s)	or copy(ies).
Submission Type		Cor	iveyance Typ				
X New			Assignment	X S	ecurity Agree	ment	
Resubmission (Non- Document ID#			License	c	hange of Nam	е	
<u> </u>	Frame #		Merger	U.S. G	ther overnment		
Corrective Documen Reel #	t Frame #]		e ONLY by l partmenta	J.S. Government /	- ĭ) et File
Conveying Party(ies)			Mark if additional	names of c	onveying partie	s attach	ed Execution Date Month Day Year
Name (line 1) Leedswor	rld, Inc.						07 13 2000
Name (line 2)			-				Execution Date
Name (line 1)				***************************************	1		Month Day Year
Name (line 2)							
Receiving Party			Ma	ark if additi	onal names of re	eceiving	parties attached
Name (line 1) Heller I	Financial, Inc.,	as Ag	ent				If document to be recorded is an assignment and the
Name (line 2)							receiving party is not domiciled in the United States, an appointment
Address (line 1) 500 West	t Monroe Street						of a domestic representative is attached. (Designation must be a
Address (line 2)	· · · · · · · · · · · · · · · · · · ·						separate document from Assignment.)
Address (line 3) Chicago	City	Illi	nois USA		60661 Zip Co]
Domestic Representa		Addres	State/Country Enter fo	or the first I	Receiving Party		
Name							
Address (line 1)						<u>.</u>	
Address (line 2)							
Address (line 3)	Market day and the second seco						
Address (line 4)							
	2501	FOR OF	FICE USE ONLY				
.3/2000 MTHAI1 00000316 D37 C:581	80.00 OP	, 5K 01	oc ooc onci				
	/						

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.

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page	2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name an	d Address Area Code and	d Telephone Number	
Name Feder	al Research Corp		
Address (line 1)	Seventh St Nu)]
Address (line 2)	Suite 10:		
Address (line 3)	ington OC 20004		
Address (line 4)			
_	number of pages of the attach attachments.	ed conveyance document	# 07
Application Number(s) or	• •	the same of the sa	nal numbers attached
	n Number or the Patent Number (DO N		· · ·
Patent Application		Patent Num 372581 D376045	iber(s)
		372361	
If this document is being filed togethe signed by the first named executing it	er with a <u>new</u> Patent Application, enter finventor.	the date the patent application was	Month Day Year
Patent Cooperation Treat			-
Enter PCT application	on number PCT	PCT	PCT
only if a U.S. Applic has not been assig	1011	РСТ	PCT
Number of Properties	Enter the total number of pro	perties involved. #	02
Fee Amount	Fee Amount for Properties Lis	ited (37 CFR 3.41): \$ 80	300
Method of Payment: Deposit Account	Enclosed Dep	osit Account	
(Enter for payment by deposit	account or if additional fees can be cha Deposit Account Nu		
	Authorization to cha	arge additional fees: Yes	No
Statement and Signature			
	wledge and belief, the foregoing e copy of the original document		
Stuart W. Rathje	Strant W. S	als	8/1/00
Name of Person Sign	ing Sign	ature	Date

PATENT REEL: 011052 FRAME: 0541

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 13th day of July, 2000, by Leedsworld, Inc., a Delaware corporation ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lenders have agreed to make loans and other financial accommodations available to Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"). Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u> [Loan Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:
 - (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
 - (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

245779.v03 7/27/00 5:47 PM 59N703!.DOC

1345.237

- 3. <u>Warranties and Representations</u>. Grantor warrants and represents to Grantee that:
 - (i) Grantor 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 other than Permitted Encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;
 - (ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and
 - (iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.
- 4. Restrictions on Future Agreements. Grantor agrees that until (a) Obligations shall have been satisfied in full (other than contingent indemnification obligations to the extent no unsatisfied claim has been asserted), (b) either termination of all Letters of Credit (including termination of all of Lenders' obligations under Letters of Credit) or delivery by Grantor of cash Collateral or other Collateral, including back up letters of credit issued in favor of Agent, satisfactory to Agent covering all obligations of Lenders with respect to all Letters of Credit and (c) the Commitments shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent. and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.
- 5. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 5.
- 6. <u>Cumulative Remedies; Power of Attorney</u>. Grantor hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under

PATENT REEL: 011052 FRAME: 0543 the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor 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 Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

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

LEEDSWORLD, INC.

Ву	WELLT	
Its	PREIDENT	

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By_	Casy Junger	
Its_	VP // /	

SCHEDULE 1

PATENTS

Patent Description U.S. Patent No.

BUSINESS CASE D372,581 BRIEF BAG D376,045

PATENT APPLICATIONS

Patent Application U.S. Patent Application Date Applied

<u>Description</u> No.

N/A

BUSDOCS:875704.2

PATENT RECORDED: 08/09/2000 REEL: 011052 FRAME: 0546