

12-22-2000



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

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

Handwritten:
12-19-00

**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 #

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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

Execution Date
Month Day Year

Name (line 1)

09 11 00

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

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Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

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 2)

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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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: 011347 FRAME: 0243

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"/>	<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" value="4,304,305"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="5,426,805"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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:
Deposit Account

Enclosed Deposit Account

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

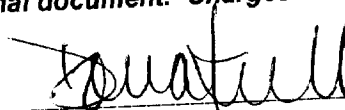
Deposit Account Number: #

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.

Dana Kull, Esq.
Name of Person Signing


Signature

November 21, 2000
Date

SECURITY AGREEMENT

(Patents)

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

WHEREAS, **MOBILE PRODUCTS, INC.**, a Kansas corporation (the "Assignor"), holds or holds rights in Letters Patent of the United States as set forth on **Schedule A** (the "Patents");

WHEREAS, the Assignor is the sole owner or a licensee of the entire right, title and interest in and to the Patents and the inventions which are the subject matter thereof;

WHEREAS, the Assignor has entered into the Amended and Restated Loan and Security Agreement dated as of July 31, 1998 as amended by Amendment No. 1 dated as of April 1, 1999 and Amendment No. 2 dated as of September 11, 2000 (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), between the Assignor, certain of its affiliates, the lenders party to the Loan Agreement from time to time (the "Lenders"), and Bank of America, N.A. (f/k/a NationsBank, N.A.), as agent for the Lenders, (the "Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Agent on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (i) the Patents, together with any reissue, division, continuation, continuation-in-part, renewal or extension of any thereof,
- (i) inventions and improvements described and claimed therein,
- (ii) all licenses of the foregoing to which Assignor is a party as licensee or licensor,
- (iii) all income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof,
- (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing to the Assignor,

(v) all rights corresponding to any of the foregoing throughout the world, and

(vi) all proceeds of and accessions to any and all of the foregoing,

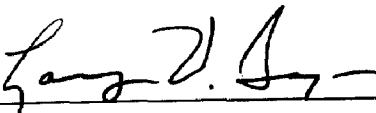
to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent on behalf of the Lenders, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of September 11, 2000.

MOBILE PRODUCTS, INC.

By: 
Larry Sayre
Chief Financial Officer

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

This 11th day of September, 2000, personally came before me, a Notary Public in and for said County and State, Larry Sayre who, being by me duly sworn, says that he is the Chief Financial Officer of Mobile Products, Inc., that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

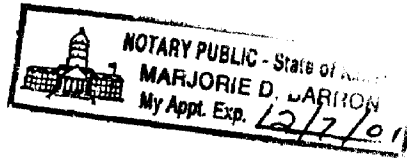
WITNESS my hand and official seal.

Marjorie D. Barron
Notary Public

My Commission Expires:

12/7/01

[NOTARIAL SEAL]



Schedule A

Patents

<u>Patent</u>	<u>Registration / Application No.</u>	<u>Date Issued</u>
Frame for mounting tilt and angled dozer blade to tractors	4,304,305	12/8/91
Walk-behind self-propelled broom sweeper	5,426,805	6/27/95