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01-02-2001

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



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U.S. Department of Commerce
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PATENT

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Submission Type

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Conveyance Type

☐ **Assignment** ☒ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

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☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached**

Execution Date
Month Day Year
9-19-2000

Second Party
Execution Date
Month Day Year
0356507

Name (line 1) **AbilityOne Corporation**

Name (line 2)

Name (line 1)

Name (line 2)

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) **General Electric Capital Corporation**

Name (line 2) **10 South LaSalle Street**

Address (line 1) **Chicago, IL 60603**

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)

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12/29/2000 GTDN11 00000068 D356527
01 FC:581 160.00 DP

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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: 011369 FRAME: 0816**

Correspondent Name and Address

Area Code and Telephone Number (312) 853-2222

Name Debra Kozlowski

Address (line 1) Sidley & Austin

Address (line 2) 10 S. Dearborn Street

Address (line 3) Bank One Plaza

Address (line 4) Chicago, IL 60603

Pages

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

6

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)

D 356,527

D 412,295

5,489,258

5,022,327

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

PCT

PCT

PCT

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

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

19-2165

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.

Debra Kozlowski

Name of Person Signing

Signature

December 8, 2000

Date

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 19, 2000, by AbilityOne Corporation, a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABILITYONE CORPORATION

By: [Signature]
Name: HOWARD A. SCHWARTZ
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: [Signature]
Name: Woodrow Broader Jr.
Title: Authorized Signatory

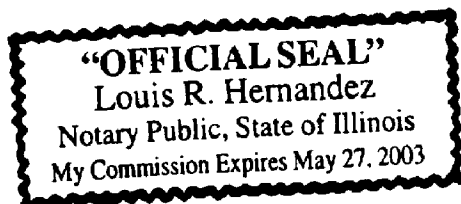
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On this 19th day of September, 2000 before me personally appeared Howard A. Schwartz proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AbilityOne Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}



SCHEDULE I

to

PATENT SECURITY AGREEMENT

Patent Registrations

AbilityOne Corporation

Title	Application No. Filing Date	Patent No. Issue Date
Design For A Multi-Position Body Support	008/363 05/14/93	D 356,527 03/21/95
Design For A Hand Grip Strength Tester	29,089,026 06/05/98	D 412,295 07/27/99
Multi-Position Body Support	08/062,069 05/14/93	5,489,258 02/06/96

AbilityOne Corporation

Title	Application No. Filing Date	Patent No. Issue Date	Designated Countries
Hand Grip Strength Tester	98 7096 12/07/98	98 7096 12/07/98	France Equivalent to U.S. Patent D 412,295
Hand Grip Strength Tester	498 12 144 5 12/07/98	498 12144 5 06/21/99	Germany Equivalent to U.S. Patent D 412,295
Hand Grip Strength Tester	2 079 627 12/07/98	2 079 627 05/20/99	United Kingdom Equivalent to U.S. Patent D 412,295

Title	Application No. Filing Date	Patent No. Issue Date
Crank Top Overbed Table	07/548,375 07/05/90	5,022,327 06/11/91

Patent Licenses

Landec Corporation Patent License:

United States & Foreign Patents Licensed by AbilityOne pursuant to the Technology License Agreement between Landec Corporation and Bissell Healthcare Corporation dated August 28, 1997, that expires August 27, 2007.