

NRD 12-28-00

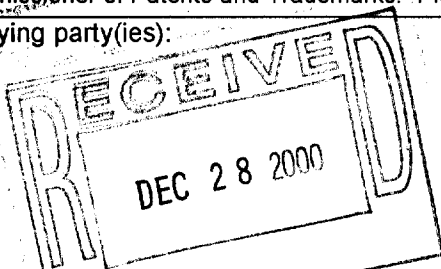


101583944

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Patent and Trademark Office, Washington, D.C. 20503
ed original document or copy thereof.

1. Name(s) of conveying party(ies):

- 1) 3 SIGMA LLC
2)
3)
4)
5)
6)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Dates:

- 1) MAY 24, 2000 4) _____
2) _____ 5) _____
3) _____ 6) _____

2. Name and address of receiving party:

Name: U.S. BANK NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 10800 NE 8TH STREETSUITE1000City BELLEVUEState WAZip: 98004Additional names & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application,
the execution date of the application is _____.

A. Patent Application No(s).

B. Patent No(s).
4,911,563Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PERKINS COIE LLPInternal Address: PATENT-SEAPaul T. ParkerStreet Address: P.O. Box 1247City: SEATTLE State: WA ZIP: 98111-1247

6. Total number of applications and patents involved _____

1

7. Total Fee (37 CFR 3.41): \$40☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 50-0665

01/16/2001 MTHAI 00000275 500665 4911563

DO NOT USE THIS SPACE

01/16/2001 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.

PAUL T. PARKER

Name of Person Signing

PA T Parker
Signature12/22/2000
DateTotal number of pages including cover sheet, attachments, and document: 9

**AGREEMENT
(Patent)**

THIS AGREEMENT (PATENT) (this "Agreement") dated as of September 26, 2000, is among CONVERTECH, INC., a Washington corporation, BASE-LINE, INCORPORATED, a Washington corporation, 3 SIGMA LLC, a Washington limited liability company, HEATH CUSTOM PRESS COMPANY, a Washington corporation, and EVERETT PAD & PAPER COMPANY, a Washington corporation, (individually and collectively "Grantor"), and U.S. BANK NATIONAL ASSOCIATION ("Lender").

WITNESSETH

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of September 26, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Grantor and Lender, Lender has committed to extend certain credit facilities to Grantor;

WHEREAS, Grantor has executed and delivered a Security Agreement, dated as May 24, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all the Indebteness secured under the Security Agreement ("Secured Obligations"); and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the extension of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Lender as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in all of the

following property (the "Patent Collateral") , whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment I hereto;

(b) all patent licenses, including each patent license referred to in Attachment I hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Attachment I hereto, and for breach or enforcement of any patent license, including any patent license referred to in Attachment I hereto, and all rights corresponding thereto throughout the world.

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations and the termination of all commitments of Lender to lend to Grantor, Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

5. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Related Document, Etc.

This Agreement is a Related Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

CONVERTECH, INC., a Washington corporation

By Frank J. Beck
Name: _____
Title: Chairman of the Board

BASE-LINE, INCORPORATED, a Washington corporation

By Frank J. Beck
Name: _____
Title: Chairman & CEO

3 SIGMA LLC, a Washington limited liability company


By: ConverTech, Inc., its manager

By Frank J. Beck
Name: _____
Title: Chairman of the Board

HEATH CUSTOM PRESS COMPANY, a Washington corporation

By Frank J. Beck
Name: _____
Title: Chairman of the Board

EVERETT PAD & PAPER COMPANY, a
Washington corporation

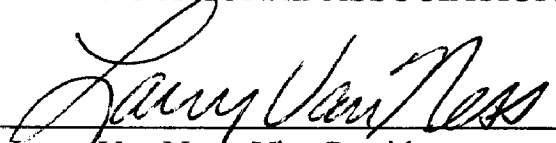
By 
Name: _____
Title: Chairman

Notice Address:

5103 "D" Street NW
Auburn, WA 98001
Attention: John R. Holding
Facsimile No.: () _____

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By 
Larry Van Ness, Vice President

Notice Address:

10800 NE 8th Street, Suite 1000
Bellevue, Washington 98004
Attention: Western Washington Corporate Banking
Facsimile No.: (425) 450-5709

ATTACHMENT A

[/STANDARD.01]

10/30/00

PATENT
REEL: 011410 FRAME: 0483

Chart Ref/ GOLK Ref.	Atty	Title/ Assignee	Country/ States	Appl No./ Appl Date	Patent No./ Issue Date/ Exp. Date	Inventor(s)	Description	Action	Date Due
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TSGM-1-0011381		ANCHORSEAL	Canada Trans Out	571,882 7/13/1988	1,316,127 4/13/1993 4/13/2010	CIANI FA	CANADA: AN ATTACHMENT FOR A FLEXIBLE PACKAGE IS DISCLOSED TO ENABLE THE USER TO FASTEN A RE-CLOSABLE PACKAGE. A BIFURCATED ADHESIVE MEMBER IS SECURED TO THE BODY PORTION OF THE PACKAGE AT A DISTANCE FROM THE OPENING THEREOF. THE MEMBER HAS A JAW-LIKE CONSTRUCTION WITH HINGELINE ABOUT WHICH ONE OF THE JAWS MAY PIVOT. WHEN THE JAWS ARE OPENED BY THE USER, THE RE-CLOSED, FOLDED END OF THE PACKAGE MAY BE INSERTED THEREBETWEEN, AND THE JAWS SUBSEQUENTLY CLOSED TO RETAIN THE PACKAGE IN RE-CLOSED CONDITION. IT IS PARTICULARLY USEFUL FOR FLEXIBLE PACKAGES OF CORN FLAKES, POTATO CHIPS, CHEESES, ETC., WHERE PORTIONS OF THE CONTENTS ARE REMOVED OVER A PERIOD OF TIME, GRADUALLY DECREASING THE VOLUME OF THE CONTENTS AND FORMING A SEQUENTIALLY SMALLER PACKAGE WHICH SHOULD BE RE-SEALED TO PRESERVE THE FRESHNESS OF THE CONTENTS. BASED ON USN 07/079,976, FILED 07/31/87.	MAINTENANCE FEE	04/13/2001
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TSGM-1-0011382		ANCHORSEAL	Japan Trans Out	1988-185697		CIANI FA	JAPAN: BASED ON USSN 07/079,976, FILED 07/31/87.		
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TSGM-1-0011380		ANCHORSEAL	USA Trans Out	07/238,973 8/25/1988	4,911,563 3/27/1990 7/31/2007	CIANI FA	AN ATTACHMENT FOR A FLEXIBLE PACKAGE IS DISCLOSED TO ENABLE THE USER TO FASTEN A RE-CLOSABLE PACKAGE. A BIFURCATED ADHESIVE MEMBER IS SECURED TO THE BODY PORTION OF THE PACKAGE AT A DISTANCE FROM THE OPENING THEREOF. THE MEMBER HAS A JAW-LIKE CONSTRUCTION WITH HINGELINE ABOUT WHICH ONE OF THE JAWS MAY PIVOT. WHEN THE JAWS ARE OPENED BY THE USER, THE RE-CLOSED, FOLDED END OF THE PACKAGE MAY BE INSERTED THEREBETWEEN, AND THE JAWS SUBSEQUENTLY CLOSED TO RETAIN THE PACKAGE IN RE-CLOSED CONDITION. IT IS PARTICULARLY USEFUL FOR FLEXIBLE PACKAGES OF CORN FLAKES, POTATO CHIPS, CHEESE, ETC., WHERE PORTIONS OF THE CONTENT ARE REMOVED OVER A PERIOD OF TIME, GRADUALLY DECREASING THE VOLUME OF THE	THIRD MAINT FEE BEGIN THIRD MAINT FEE END	03/27/2001 09/27/2001
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CONTENTS AND FORMING A SEQUENTIALLY
SMALLER PACKAGE WHICH SHOULD BE RE-SEALED
TO PRESERVE THE FRESHNESS OF THE CONTENTS.
F-W-C OF USSN 07/079,976, FILED 07/31/87.

Chart Ref./ Cook Ref.	Atty	Title/ Assignee	Country/ States	Appl No./ Appl Date	Patent No./ Issue Date/ Exp. Date	Inventor(s)	Description	Action	Date Due
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