

04-27-2001



101692489

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

*M(2)
4.9.01*

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

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
<input type="text" value="Cooperative Centrale Raiffeisen-Boerenleen Bank B.A."/>	05	12	2000
<input branch"="" new="" type="text" value="Rabobank Nederland," york=""/>			

Second Party

Name (line 1)	Execution Date		
	Month	Day	Year
<input type="text"/>			
<input type="text" value="Name (line 2)"/>			

Receiving Party

5398835

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

* Termination of Patent Collateral Assignment
and Security Agreement and Assignment of Security Interest

PATENT

REEL: 011712 FRAME: 0479

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="5398835"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="5467885"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="5474200"/>	<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

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.

J. Michael Huget
Name of Person Signing


Signature

3/23/01
Date

**TERMINATION OF PATENT COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT
AND ASSIGNMENT OF SECURITY INTEREST**

THIS TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND

SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST dated ~~April~~

May 12, 2000, executed and delivered by COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH
(“Rabobank Nederland”), as agent (in such capacity, together with its successors in such
capacity, the “Agent”) for itself, the Lenders named in Schedule I of the Credit Agreement (as
defined below) and their assigns (“the Lenders”) and Rabobank Nederland in its capacity as
facing bank (the “Facing Bank”) under that certain Credit Agreement dated as of July 18, 1995
among the Borrower, the Agent, the Facing Bank and the Lenders (as the same may have been
amended, modified, restated or supplemented from time to time, the “Credit Agreement”).

WHEREAS, on or about September 1, 1995, the Borrower and the Agent (for itself, the
Lenders and the Facing Bank) executed the PATENT COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (“Security Agreement”), a copy of which is attached hereto as
Exhibit A, along with documentation of the recordation of the Security Agreement with United
States Patent and Trademark Office;

WHEREAS, in order to secure the obligations of the Borrower under certain financial
accommodations extended to the Borrower, pursuant to the terms of the Security Agreement, the
Borrower collaterally assigned to the Agent, for the benefit of the Lenders, and granted to the
Agent for the benefit of itself, the Facing Bank and the Lenders a security interest in, with power
of sale to the extent permitted by applicable law, all of the Borrowers, then owned or existing, or
thereafter acquired or arising:

- (i) United States and foreign patents, patent applications and patents issuing therefrom, including, without limitation, the registered patents and applications listed on Schedule I attached to the Security Agreement (and included with Exhibit A hereto), and (1) all renewals, reissues and divisionals thereof and patents issuing therefrom, including reexamination certificates, (2) any and all general intangibles associated therewith and all know-how and processes associated therewith, (3) all income, royalties, damages and payments now and thereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (4) the right to sue for past, present and future infringements thereof and (5) all of the Borrower's rights corresponding thereto throughout the world; and
- (ii) All books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing (all of the foregoing hereinafter referred to as the "Patent Collateral");

WHEREAS, the Security Agreement was made for collateral security purposes only, and according to the terms thereof, upon the indefeasible payment in full of all of the obligations of Borrower, and termination of all financing arrangements among the Agent, the Lenders and the Borrower, the Security Agreement shall terminate and the Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in, and collateral assignment to the Agent of the Patent Collateral;

WHEREAS, the Borrower has made indefeasible payment in full of all of the obligations owed to the Agent, and the Lenders, and all financing arrangements among the Agent, the Lenders and the Borrower have terminated, and pursuant to Section 7 of the Security Agreement, the Security Agreement has terminated,

NOW, THEREFORE, in view of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Agent expressly warrants that it has the full right and authority to enter and sign this TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST on behalf of the Agent, the Lenders and the Facing Bank.

2. The Agent expressly warrants that it has not sold, assigned or otherwise transferred, and that it is the owner of the entire and unencumbered right, title and interest in and to, all of the security interest in the Patent Collateral that was collaterally assigned to the Agent, for the benefit of the Lenders, and granted to the Agent for the benefit of itself, the Facing Bank and the Lenders pursuant to the terms of the Security Agreement.

3. The Agent, the Lenders and the Facing Bank hereby assign to the Borrower all right, title and interests held by the Agent, the Lenders and the Facing Bank in the Patent Collateral, including the entire security interest in the Patent Collateral that was collaterally, or otherwise, assigned by Borrower pursuant to the Security Agreement. Pursuant to Section 7 of the Security Agreement, the Agent agrees to execute and deliver to the Borrower, at the Borrower's expense, any necessary termination statements and other instruments in addition to this TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST as may be necessary or

proper to terminate the Agent's security interest in, and collateral assignment to the Agent of the Patent Collateral.

4. The Agent, on behalf of itself, the Lenders and the Facing Bank, hereby releases any and all liens or other security interests in, and collateral assignment of, the Patent Collateral.

5. The provisions of this TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST in any jurisdiction.

6. This TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST shall be binding upon the Agent, the Lenders and the Facing Bank and their successors and assigns, and shall inure to the benefit of the Borrower and its successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the New York and, when applicable, those of the United States.

8. This is the entire agreement between the parties relating to the subject matter covered herein. Any prior statements, representations, or warranties of any form whatsoever, whether oral or written, shall be deemed merged herein and extinguished by the execution of this Agreement.

9. This TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

10. This TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[signatures on following pages]

IN WITNESS WHEREOF, the Agent has duly executed and delivered this

TERMINATION OF PATENT COLLATERAL ASSIGNMENT AND SECURITY

AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST on behalf of the Agent, the

Lenders and the Facing Bank under seal as of the date and year first written above.

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND",
NEW YORK BRANCH, as Agent

NSM

Dated: May 12, 2000

By: *[Signature]*
Title: W. Jeffrey Vollack
Senior Credit Officer
Senior Vice President

ATTEST:

By: *[Signature]*
Title: Angelo Balestrieri, VP

(CORPORATE SEAL)

Accepted and agreed to as
of May 19, 2000 by:

OTTO INDUSTRIES, INC.

Dated: 5/19/2000

By: *[Signature]*
Title: CFO

ATTEST:

By: *[Signature]*
Title: CFO

(CORPORATE SEAL)



Tab settings

To the Honorable Commissioner of Patents and Trademarks, Please return the attached original documents or copy thereof.

100067881

1. Name of conveying party(ies):

Otto Industries, Inc.
12700 General Drive
Charlotte, NC 28241-0251

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Cooperatieve Centrale Raiffeisen-
Boerenleenbank, B.A.
Internal Address: "Rabobank Nederland",
New York Branch

Street Address: 245 Park Avenue

City: New York State: NY ZIP: 10167-
0062

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Patent Collateral Assignment and
Security Agreement

Execution Date: September 1, 1995

4. Application number(s) or patent 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)

08/158,755
03/239,318

B. Patent No.(s)

<u>Des. 324,595</u>	<u>5,328,848</u>
<u>5,088,750</u>	<u>5,398,835</u>
<u>5,183,180</u>	<u>4,877,150</u>

Additional numbers attached? Yes No

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

Name: Janet E. Witt, Esq.

Internal Address: Alston & Bird

Street Address: 1201 W. Peachtree Street

City: Atlanta State: GA ZIP: 30309-
3424

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 320.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Janet E. Witt
Name of Person Signing

Janet E. Witt
Signature

10/13/95
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of September 1, 1995 executed and delivered by OTTO INDUSTRIES, INC., a Delaware corporation (the "Borrower") in favor of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank Nederland"), as agent (in such capacity, together with its successors in such capacity, the "Agent") for itself, the Lenders named in Schedule I of the Credit Agreement (as defined below) and their assigns (the "Lenders") and Rabobank Nederland in its capacity as facing bank (the "Facing Bank") under that certain Credit Agreement dated as of July 18, 1995 among the Borrower, the Agent, the Facing Bank and the Lenders (as the same may be amended, modified, restated or supplemented from time to time, the "Credit Agreement").

WHEREAS, the Lenders and the Facing Bank have made and will make available certain loans and other financial accommodations to the Borrower under, and subject to the terms and conditions of, the Credit Agreement;

WHEREAS, to secure the obligations of the Borrower under such financial accommodations extended to the Borrower, the Borrower desires to collaterally assign, and grant a security interest in, certain patents, patent applications and other rights associated therewith; and

WHEREAS, it is a condition precedent to the Lenders extending such financial accommodations that the Borrower execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

Section 1. Security Interest In Patents. (a) To secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in paragraph (b) below), the Borrower hereby collaterally assigns to the Agent, for the benefit of the Lenders, and grants to the Agent for the benefit of itself, the Facing Bank and the Lenders, a security interest in, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising:

(i) United States and foreign patents, patent applications and patents issuing therefrom, including, without limitation, the registered patents and applications listed on Schedule I attached hereto and made a part hereof, and (1) all renewals, reissues and divisionals thereof and patents issuing therefrom, including reexamination certificates, (2) any and all general intangibles associated therewith and all know-how and processes associated therewith, (3) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto including, without limitation, payments

under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (4) the right to sue for past, present and future infringements thereof and (5) all of the Borrower's rights corresponding thereto throughout the world; and

(ii) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing (all of the foregoing hereinafter collectively referred to as the "Patent Collateral").

(b) Obligations. As used herein, the term "Obligations" shall have the meaning set forth in the Credit Agreement, as the same may be supplemented, amended or modified from time to time.

(c) License to Use Patent. During the term of this Agreement, the Agent hereby grants to the Borrower an exclusive, license to use the Patent Collateral in the ordinary course of the business of the Borrower in a manner consistent with past practice. However, upon the occurrence of an Event of Default (as defined in Section 10 below), the license granted by the Agent to the Borrower to use the Patent Collateral pursuant to this paragraph (c) shall immediately and automatically terminate without notice and the Borrower shall have no right to use the Patent Collateral without the prior written consent of the Agent.

(d) First Priority Lien. It is the intent of the Borrower that this Agreement create a valid first priority security interest in, and collateral assignment of, the Patent Collateral.

Section 2. Restrictions on Future Agreements. The Borrower shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license or royalty agreement, which purports to transfer or assign any interest in the Patent Collateral to any other person other than in the ordinary course of business and consistent with past practices. Further, the Borrower shall not, without the Agent's prior written consent (which may be withheld in its sole and absolute discretion), grant to any Person any exclusive license or exclusive right to use or enjoy any Patent Collateral. The Borrower will not take any action or fail to take any action, and will use its best efforts to prevent any action by other persons subject to its control which would adversely affect the validity or enforceability of the rights transferred to the Agent under this Agreement or the rights associated with any of the Patent Collateral.

Section 3. New Patent Collateral. The Borrower represents and warrants that Schedule I sets forth all of the patents and patent applications of the Borrower. If, prior to the termination of this Agreement, the Borrower shall obtain rights to any new or other patents and patent applications (or other Patent Collateral associated therewith), the Borrower shall promptly so notify the Agent in writing. Upon such occurrence, the Borrower shall, at the request of the Agent, execute and deliver any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's

interest in such new, additional Patent Collateral and general intangibles of the Borrower relating thereto or represented thereby, and the Borrower hereby appoints the Agent its attorney-in-fact to execute and file on behalf of the Borrower all such writings for the foregoing purposes. All such acts of the Agent are hereby ratified and confirmed; such power of attorney being coupled with an interest and is irrevocable until the Obligations are indefeasibly paid in full and the Credit Documents have terminated. In this connection, the Borrower hereby authorizes the Agent to unilaterally file a new patent security agreement containing the same terms and conditions as this Agreement to include such new or other Patent Collateral on Schedule I.

Section 4. Representations. The Borrower represents and warrants to the Agent that:

(a) No patent or patent application constituting part of the Patent Collateral has been adjudged invalid or unenforceable;

(b) The Patent Collateral (other than any patent application) is valid and enforceable and no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any person;

(c) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Patent Collateral of the Borrower, free and clear of any liens other than the Permitted Liens set forth in the Credit Agreement and as set forth in Schedule II hereof; and

(d) Schedule II hereof also sets forth all license and royalty arrangements with respect to any Patent Collateral. However, no item set forth on Schedule II hereof prohibits the Borrower from granting a security interest in the Patent Collateral.

Section 5. Royalties. The Agent's interest in the Patent Collateral as granted and authorized by the Borrower hereunder shall be coextensive with the Borrower's interest in the Patent Collateral and shall not create any liability for the payment of royalties or other charges from the Agent to the Borrower.

Section 6. Right to Inspect; Further Assignments and Security Interests. The Agent shall have the right, at any reasonable time and from time to time, to inspect the Borrower's premises and to examine the Borrower's books, records and operations relating to the Patent Collateral; provided, however, that in conducting such inspections and examinations, the Agent shall use its best efforts to keep all information relating to any Patent Collateral gleaned in any such inspection or examination confidential and shall not divulge any such information to any Person other than the Agent or their officers, directors, employees, professional consultants and other designated agents; provided, further, that (A) the Agent may disclose any such confidential information as required by applicable law or (B) subject to any bona fide written confidentiality agreement with any Person not an Affiliate of the Borrower to which the Borrower is a party (whether now in

existence or hereinafter entered into by the Borrower in the ordinary course of its business), the Agent may disclose any such confidential information to any Person in connection with the sale, license or transfer of any Patent Collateral by the Agent after the occurrence and during the continuance of an Event of Default. After the occurrence and during the continuance of an Event of Default, the Borrower agrees that the Agent shall have the right to take any and all actions to preserve the Patent Collateral and any and all infringements thereon. The obligation of the Agent to keep such information confidential as provided herein shall survive the termination of this Agreement.

Section 7. Termination of the Agent's Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations and termination of all financing arrangements among the Agent, the Lenders and the Borrower, this Agreement shall terminate and the Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in, and collateral assignment to the Agent of, the Patent Collateral.

Section 8. Additional Obligations of the Borrower.

(a) The Borrower shall take all reasonable and necessary action to preserve and maintain all of the Borrower's rights in the Patent Collateral, including, without limitation, making timely filings with the United States Patent and Trademark Office for renewals and extensions and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Borrower.

(b) The Borrower shall notify the Agent promptly if the Borrower knows, or has reason to know, that any application or registration relating to any Patent Collateral may become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Borrower's ownership of or the Agent's interest in, any Patent Collateral, its right to register the same, or its right to keep and maintain the same.

(c) The Borrower will, after notice to and approval by the Agent, by or through counsel reasonably acceptable to the Agent, take or cause to be taken all necessary steps and actions, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain the Patent Collateral, including, without limitation, filing of applications for renewal and payment of maintenance fees.

(d) If any of the Patent Collateral is infringed by a third party, the Borrower shall notify the Agent promptly after the Borrower learns thereof. At the Agent's request, the Borrower shall promptly bring any legitimate claim for infringement and for recovery

of any and all damages for such infringement (with counsel reasonably acceptable to the Agent if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Patent Collateral.

Section 9. The Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but not the obligation, to bring suit in its own name to enforce any rights pertaining to the Patent Collateral and, if the Agent shall commence any such suit, the Borrower shall, at the request of the Agent, cooperate fully to the extent requested by the Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of such enforcement (including, without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 10. The Agent's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that, upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement and in any of the Credit Documents. As used herein, the term "Event of Default" shall mean the occurrence of an Event of Default under the Credit Agreement.

Section 11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 12. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Patent Collateral, whether established hereby, by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently. The Borrower hereby appoints the Agent and all Persons designated by the Agent, in its sole and absolute discretion, as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time after the occurrence and during the continuance of an Event of Default, in the Agent's discretion, to take any action and to execute any instrument which the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation, (a) endorsement of the Borrower's name on all applications, documents, papers and instruments related to the Patent Collateral, (b) the grant or issuance of any exclusive or non-exclusive license under any of the Patent Collateral or (c) the assignment, pledge, conveyance or other disposition of any of the Patent Collateral. This power of attorney being coupled with an interest, shall be irrevocable for the term of this Agreement and thereafter until all of the Obligations shall have been indefeasibly paid in full and all financing arrangements among the Agent, the Lenders, and the Borrower shall have been terminated. The Borrower acknowledges and

agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given them by the terms of this Agreement, all rights and remedies allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patent Collateral may be located or deemed located.

Section 13. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower. The Borrower shall not voluntarily assign its obligations hereunder.

SECTION 14. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICT OF LAWS).

Section 15. Notices. Notices, requests and other communications required or permitted hereunder shall be given in accordance with the applicable terms of the Credit Agreement.

Section 16. The Agent's Duty. The Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Patent Collateral except for those arising out of or in connection with the Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Agent shall be under no obligation to take any action necessary to preserve rights in the Patent Collateral against any other persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

Section 17. Waiver of Notice and Bond. THE BORROWER WAIVES (a) ANY NOTICE PRIOR TO THE TAKING OF POSSESSION OR CONTROL OF ANY OF THE PATENT COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE AGENT TO EXERCISE ANY OF THE REMEDIES SET FORTH HEREIN, INCLUDING THE ISSUANCE OF AN IMMEDIATE WRIT OF POSSESSION AND (b) THE BENEFIT OF ALL LAWS REQUIRING A VALUATION OR APPRAISAL OF ANY PATENT COLLATERAL BEFORE THE AGENT MAY EXERCISE ANY RIGHTS OR REMEDIES AGAINST THE PATENT COLLATERAL OR BEFORE SUCH EXERCISE SHALL BE DEEMED TO BE REASONABLE AND ALL LAWS WHICH EXEMPT PROPERTY FROM THE DEFINITION OF PATENT COLLATERAL OR FROM THE EXERCISE BY THE AGENT OF ITS RIGHTS AND REMEDIES HEREUNDER.

Section 18. Waivers. No course of dealing between the Borrower and the Agent, and no failure or delay on the part of the Agent to exercise any right, power or privilege hereunder, under the Credit Agreement or any other related document shall operate as a waiver of any of the Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other document shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 19. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 3 hereof or by a writing signed by the parties hereto.

Section 20. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

Section 21. Defined Terms. Terms used herein and not defined herein have their respective defined meanings as set forth in the Credit Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the Borrower has duly executed and delivered this Patent Collateral Assignment and Security Agreement under seal as of the date and year first written above.

ATTEST:

By: [Signature]
Title: Legal Secretary

OTTO INDUSTRIES, INC.

By: [Signature]
Title: V.P. & C.F.O.

[CORPORATE SEAL]

Accepted and agreed to as
of September 7th, 1995 by:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND",
NEW YORK BRANCH, as Agent

By: _____
Title: _____

By: _____
Title: _____

IN WITNESS WHEREOF, the Borrower has duly executed and delivered this Patent Collateral Assignment and Security Agreement under seal as of the date and year first written above.

ATTEST:

OTTO INDUSTRIES, INC.

By: _____
Title: _____

By: _____
Title: _____

[CORPORATE SEAL]

Accepted and agreed to as
of September 28, 1995 by:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", *mk*
NEW YORK BRANCH, as Agent

By: _____
Title: **DANA W. HEMENWAY**
Vice President

By: _____
Title: **W. Jeffrey Vollack**
Vice President, Manager

STATE OF NORTH CAROLINA)
) ss
COUNTY OF MECKLENBURG)

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me as of September 27, 1995, by Michael A. Almond personally known to me to be the Secretary of Otto Industries, Inc., on behalf of such corporation.

June Ross

Notary Public

My commission expires: February 8, 1998

(NOTARIAL SEAL)

STATE OF New York)
COUNTY OF New York) ss

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me as of Sept. 26, 1995 by ~~Garry Weiss~~ and W. Jeffrey Volbeck and Dana W. Hemmenway personally known to me to be the Vice President and Vice President, respectively, of Cooperatieve Centrale RaiffeissenBoerenleenbank B.A., "Rabobank Nederland", New York Branch as Agent.

Diana Wong
Notary Public
My commission expires: _____

(NOTARIAL SEAL)
DIANA WONG
Notary Public, State of New York
No. 4975432
Qualified in Rockland County,
Commission Expires October 22, 1996

SCHEDULE I

PATENT AND COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

CONFIDENTIAL INFORMATION				
United States	Waste Container	Serial No. 07/516, 839 Filed: April 30, 1990	Issued: 3/10/92 Design Patent No. 324, 595	
United States	Multi-Functional Waste Container	Serial No. 07/516, 198 Filed: April 30, 1990	Issued: 2/18/92 Patent No. 5, 088, 750	
Japan	Plastic Refuse Container	Serial No. 502827/92 Filed: December 2, 1991	Pending	
United States	Plastic Refuse Container	Serial No. 07/621, 528 Filed: December 3, 1990	Issued: February 2, 1993 Patent No. 5, 183, 180	
Australia	Plastic Refuse Container	Serial No. 9157791 Filed: December 2, 1991	Issued: October 18, 1994 Patent No. 650828	
Canada	Plastic Refuse Container	Serial No. 2097086 Filed: December 2, 1991	Pending	

Korea	Plastic Refuse Container	Serial No. 701666, 1993 Filed: December 2, 1991	Pending
United States	Toto Box		U.S. Patent No. 5,328,048 Issued: July 12, 1994
United States*	Collapsible Material Handling Container having Improved Corner Interlock	Serial Number 159,085 Filed 11/29/93	Patent No. 5,398,835 Issued: March 21, 1995
Mexico	Collapsible Material Handling Container Having Improved Corner Interlock		Mexican Application No. 94-9054
Brazil	Collapsible Material Handling Container Having Improved Corner Interlock		Brazilian Application No. 1777394
Chili	Collapsible Material Handling Container Having Improved Corner Interlock		Chilean Application No. 1773-94

PPAB-BA1/42416-1

China	Collapsible Material Handling Container Having Improved Corner Interlock	Pending
Hong Kong	Collapsible Material Handling Container Having Improved Corner Interlock	NOTE: Patent protection in Hong Kong will be achieved by registering European patent in Hong Kong pursuant to treaty provisions with the U.K.
Thailand	Collapsible Material Handling Container Having Improved Corner Interlock	Thailand Application No. 024628
New Zealand	Collapsible Material Handling Container Having Improved Corner Interlock	New Zealand Application No. 264999
Australian	Collapsible Material Handling Container Having Improved Corner Interlock	Australian Application No. 79068/94
European Patent Office	Collapsible Material Handling Container Having Improved Corner Interlock	EPO Application No. 94308709.8

	European Patent Office	Collapsible Material Handling Container Having Improved Corner Interlock	EPO Divisional Application For Claim 5 of original application
	European Patent Office	Collapsible Material Handling Container Having Improved Corner Interlock	EPO Divisional Application For Claims 6 through 10 of original application
	Taiwan	Collapsible Material Handling Container Having Improved Corner Interlock	Taiwan Application No. 013522
	Japan	Collapsible Material Handling Container Having Improved Corner Interlock	Japanese Application No. 6-294-778
	Korea	Collapsible Material Handling Container Having Improved Corner Interlock	Korean Application No. 31461/1994

PPAB-RA142416-1

United States	Collapsible Material Handling Container	Serial No. 158,755 Filed: 11/29/93	
United States	Reinforced Material Handling Container	Sent for filing	
United States	Hinge Wire Retainer Member for Lidded Box	Serial No. 08/239,318 filed: 05/06/94	
United States	Disposal Container		Patent #4877150 Issued October 31, 1989

* The Patent and Trademark Office records do not reflect this Patent as owned by OTTO at this time.

PPAB-BA1/42416-1

RECORDATION FORM COVER SHEET PATENTS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Otto Industries, Inc.
12700 General Drive
Charlotte, NC 28241-0251

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Patent Collateral Assignment and Security Agreement

Execution Date: September 1, 1995

2. Name and address of receiving party(ies)

Name: Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A.
Internal Address: "Rabobank Nederland"
New York Branch

Street Address: 245 Park Avenue

City: New York State: NY ZIP: 10160062

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent 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)

08/158,755
08/239,318

B. Patent No.(s)

Des. 324,595 5,328,065
5,088,750 5,398,895
5,183,180 4,877,150

Additional numbers attached? Yes No

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ASSIGNMENT BRANCH

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

Name: Janet E. Witt, Esq.

Internal Address: Alston & Bird

Street Address: 1201 W. Peachtree Street

30309-
City: Atlanta State: GA ZIP: 3424

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 320.00

Enclosed

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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.

Janet E. Witt
Name of Person Signing

Janet E. Witt
Signature

10/13/95
Date

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Commissioner of Patents & Trademarks, Box Assignments
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Butzel Long
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

BETH FRASER KINNAIRD
LEGAL ASSISTANT

DIRECT DIAL (734) 213-3626
INTERNET kinnaird@butzel.com

ANN ARBOR OFFICE
SUITE 300 350 SOUTH MAIN STREET
ANN ARBOR, MICHIGAN 48104-2131
(734) 995-3110 fax (734) 995-1777

April 5, 2001

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Patent Nos.: 5398835, 5467885, and 5474200
Recordation of Termination of Patent Collateral Assignment and Security
Agreement and Assignment of Security Interest
Conveying Party: Cooperative Centrale Raiffeisen-Boerenleen Bank B.A.
Receiving Party: Otto Industries, Inc

Dear Sir/Madam:

Enclosed please find an Assignment regarding the above-referenced Patent Numbers, along with the appropriate cover sheet. Please charge the Butzel Long deposit account, No. 12-2136, in the amount of \$40.00 for each of these three Patents (for a total of \$120.00) to cover the Recordation fees. If this is not the correct amount, you are authorized to charge our account accordingly.

Thank you in advance for your assistance in this regard. If you have any questions, please do not hesitate to call me at (313) 995-3110.

Very truly yours,

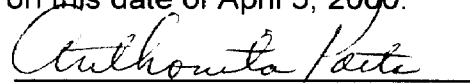
BUTZEL LONG


Beth F. Kinnaird
Legal Assistant

BFK/tp
Enclosures

CERTIFICATE OF MAILING - 37 CFR 1.8(a)

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231, on this date of April 5, 2000.


Anthonita Porta
Legal Secretary

PATENT
REEL: 011712 FRAME: 0505



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 26, 1995

PTAS



100067881A

JANET E. WITT, ESQ.
ALSTON & BIRD
1201 W. PEACHTREE STREET
ATLANTA, GA 30309-3424

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 10/16/1995

REEL/FRAME: 7526/0798
NUMBER OF PAGES: 17

BRIEF: PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNOR:

OTTO INDUSTRIES, INC.

DOC DATE: 09/01/1995

ASSIGNEE:

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A.
245 PARK AVENUE
"RABOBANK NEDERLAND", NEW YORK BRANCH
NEW YORK, NEW YORK 10167-0062

SERIAL NUMBER: 08158755
PATENT NUMBER: 5467885

FILING DATE: 11/29/1993
ISSUE DATE: 11/21/1995

SERIAL NUMBER: 08239318
PATENT NUMBER: 5474200

FILING DATE: 05/06/1994
ISSUE DATE: 12/12/1995

SERIAL NUMBER: 07516839
PATENT NUMBER: D324595

FILING DATE: 04/30/1990
ISSUE DATE: 03/10/1992

SERIAL NUMBER: 07516198
PATENT NUMBER: 5088750

FILING DATE: 04/30/1990
ISSUE DATE: 02/18/1992

PATENT
REEL: 011712 FRAME: 0506

SERIAL NUMBER: 07621528
PATENT NUMBER: 5183180

FILING DATE: 12/03/1990
ISSUE DATE: 02/02/1993

SERIAL NUMBER: 08014663
PATENT NUMBER: 5328048

FILING DATE: 02/08/1993
ISSUE DATE: 07/12/1994

SERIAL NUMBER: 08159085
PATENT NUMBER: 5398835

FILING DATE: 11/29/1993
ISSUE DATE: 03/21/1995

SERIAL NUMBER: 07138444
PATENT NUMBER: 4877150

FILING DATE: 12/28/1987
ISSUE DATE: 10/31/1989

TONYA LEE, EXAMINER
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