

5-14-01

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

08-03-2001



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

101797626

MAY 14 2001

# 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 #
- ☐ 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) RSI Home Products, Inc.

Execution Date  
Month Day Year  
08022000

Name (line 2)

## Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

## Receiving Party



Mark if additional names of receiving parties attached

Name (line 1) Comerica Bank, as Agent

Name (line 2)

Address (line 1) 500 Woodward Ave.

Address (line 2)

Address (line 3) Detroit

City

Michigan

State/Country

48226

Zip Code

☐ 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.)

## 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

05/16/2001 DBYRNE 00000199 08691509  
01/01/581 360.00 DP

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:  
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**PATENT**  
**REEL: 011812 FRAME: 0528**

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

~~Receiving Party(ies)~~ *Conveying party* ☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

☐ 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)

☐ 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.)

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)

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**Correspondent Name and Address**

Area Code and Telephone Number

(734) 761-3780

Name Angela Alvarez Sujek

Address (line 1) Bodman, Longley & Dahling LLP

Address (line 2) 110 Miller, Suite 300

Address (line 3) Ann Arbor, Michigan 48104

Address (line 4)

**Pages**

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

# 8

**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)**

(08691509)

**Patent Number(s)**

D343746

5579991

5322212

5277487

D352235

5735001

5794785

D348000

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

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 360.00

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:

# 02-2880

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.

Angela Alvarez Sujek

Name of Person Signing

Angela Alvarez Sujek

Signature

5/9/01

Date

AGREEMENT  
(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of August 2<sup>nd</sup>, 2000, among the undersigned (individually each a "Debtor" and collectively the "Debtors"), and Comerica Bank in its capacity as agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain RSI Home Products, Inc. Revolving Credit and Term Loan Agreement dated as of August 2, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), among RSI Home Products, Inc. ("Company"), each of the financial institutions party thereto (collectively, the "Banks"), and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, the Debtors agree, for the benefit of the Banks, as follows:

SECTION 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.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent, patentable inventions 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 Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, improvements 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 and all claims against third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks 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 the Secured Party and the Banks under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks 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.

SECTION 6. Loan Documents, etc. This Agreement is a Loan 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.

SECTION 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.

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.

DEBTOR:

**RSI HOME PRODUCTS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RSI HOLDING CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COMERICA BANK, as Agent for the Banks**

By: D. J. McNamee

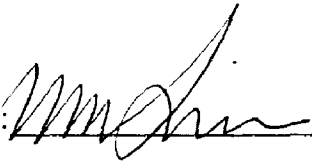
Its: DIRECTOR

SECTION 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.


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.

DEBTOR:

**RSI HOME PRODUCTS, INC.**

By:   
Its: Chief Executive Officer

**RSI HOLDING CORPORATION**

By:   
Its: Chief Executive Officer

**COMERICA BANK, as Agent for the Banks**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Item A. Patents

Registered Patents

<u>Brief Description</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Expiration</u>	<u>Maintenance Due</u>
Toe Kick Drawer Design	U.S.	D343,746 2/1/94	2/1/2008	None
Toe Kick Drawer and Method of Manufacturing a Cabinet with a Toe Kick Drawer	U.S.	5,277,487 1/11/94	1/11/2011	7/11/2001, 11/2005
Container for a Vanity Top or the Like	U.S.	5,794,785 8/18/98		8/18/01, 8/18/05, 8/18/09
Display Container for Vanity Tops or the Like	U.S.	5,579,991 12/3/96 - GM		
Display Carton	U.S.	D352,235 11/8/94 - GM		
Display Carton	U.S.	D348,000 6/21/94 - GM		
Display Container for Vanity Tops or the Like	U.S.	5,322,212 6/21/94 - GM		
Structural Body for Water- Handling Fixture Assembly, Vanity Top Assembly, and related methods	U.S.	5,735,001 4/7/98	5/1/2016	
Selectable Facia for Cabinets and Method of Making Same	Canada	2,198,293 8/2/96		

Pending Patent Applications

<u>Brief Description</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Expiration</u>	<u>Maintenance Due</u>
Selectable Facia for Cabinets and Method of Making Same	U.S.	08,691,509 8/2/96		on hold as of 9/23/97 will be abandoned 2/24/2002 if not filed

Expired, Abandoned or Cancelled Patents

<u>Brief Description</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Expiration</u>	<u>Maintenance Due</u>
Toe Kick Drawer Design	Canada	2,083,674 11/24/92	Abandoned as of 3/6/98	



**Patent Applications in Preparation**

<u>Brief Description</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Expiration</u>	<u>Maintenance Due</u>
Drawer and Case Slide Assembly		In progress - not yet filed		9/7/01 Discontinued

**Item B.      Patent Licenses**

None

Item A. Patents

Registered Patents

<u>Brief Description</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Expiration</u>	<u>Maintenance Due</u>
Toe Kick Drawer Design	U.S.	D343,746 2/1/94	2/1/2008	None
Toe Kick Drawer and Method of Manufacturing a Cabinet with a Toe Kick Drawer	U.S.	5,277,487 1/11/94	1/11/2011	7/11/2001, 11/2005
Container for a Vanity Top or the Like	U.S.	5,794,785 8/18/98		8/18/01, 8/18/05, 8/18/09
Display Container for Vanity Tops or the Like	U.S.	5,579,991 12/3/96 - GM		
Display Carton	U.S.	D352,235 11/8/94 - GM		
Display Carton	U.S.	D348,000 6/21/94 - GM		
Display Container for Vanity Tops or the Like	U.S.	5,322,212 6/21/94 - GM		
Structural Body for Water- Handling Fixture Assembly, Vanity Top Assembly, and related methods	U.S.	5,735,001 4/7/98	5/1/2016	
Selectable Facia for Cabinets and Method of Making Same	Canada	2,198,293 8/2/96		