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Form PTO-1595 (Rev. 03/01) **RI**  U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) 101733639

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

<p>1. Name of conveying party(ies): Manhattan Products, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name <u>Summit Business Capital Corp</u> Internal Address <u>Attn: Michael J. Bedore, VP</u> Street Address: <u>750 Walnut Avenue</u> City <u>Cranford</u> State <u>NJ</u> Zip: <u>07016</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____ 2001</p>	

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: _____

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s) (i) <u>5,234,130</u> (ii) <u>5,322,662</u></p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Gallo Geffner Fenster, P.C.</u> Internal Address <u>Attn: Michael A. Gallo</u> Street Address: <u>West 115 Century Road</u> City: <u>Paramus</u> State: <u>NJ</u> Zip: <u>07652</u></p>	<p>6. Total number of applications and patents involved: <input checked="" type="checkbox"/> 2</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>80.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

M. Gallo Name of Person Signing [Signature] Signature 5/9/01 Date

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

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

PATENT COLLATERAL ASSIGNMENT

MANHATTAN PRODUCTS, INC., a Delaware corporation having an address at 333 Starke Road, Carlstadt, New Jersey 07072 (the "Assignor"), does hereby grant, assign and convey to Summit Business Capital Corp., a banking institution having an office at 750 Walnut Avenue, Cranford, New Jersey 07016 (the "Assignee"), the registered patents and patent applications identified on Schedule A hereto and the goodwill represented thereby (the "Patents") together with all the proceeds thereof, as collateral security for all the Obligations, as such term is defined in the **Credit and Security Agreement** dated the date hereof between the Assignor and the Assignee (the "Agreement").

The Assignee hereby grants to the Assignor the right and license (unless and until an Event of Default, as hereinafter defined, occurs) to use the Patents for the Assignor's own benefit, provided that such use does not violate any of the terms of the Agreement.

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Agreement.

The assignment effected hereby shall be governed by Article 9 of the New Jersey Uniform Commercial Code. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein (including, without limitation, the right to dispose of the Patents and to apply the proceeds of the disposition to satisfy the Obligations).

Except as provided in the immediately preceding paragraph, the Assignee shall not assign the Patents (or any portion thereof) to any person other than the Assignor.

Upon the payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment as may be necessary to re-vest in the Assignor all the rights to the Patents that are being collaterally assigned to the Assignee pursuant to this Assignment (except to the extent that the Assignee shall have disposed of the same in accordance with the New Jersey Uniform Commercial Code following an Event of Default).


The Assignee shall have no duties with respect to the Patents, other than the duties expressly set forth herein and the duties of a secured party under the New Jersey Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person.

The Assignor shall indemnify the Assignee and hold the Assignee harmless against any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

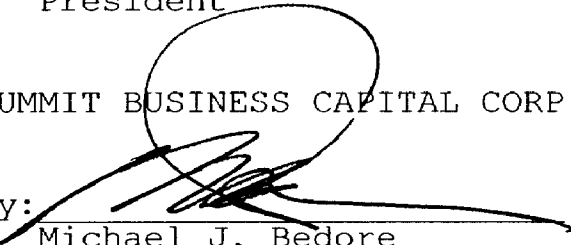
The Assignor hereby consents to and approves of the Assignee recording this Assignment in the United States Patent Office and in any State and County registry/office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this 9 day of May, 2001.

MANHATTAN PRODUCTS, INC.

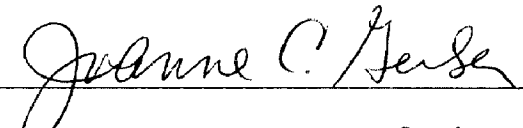
By: 
Albert Nicusanti
President

SUMMIT BUSINESS CAPITAL CORP.

By: 
Michael J. Bedore
Vice President

STATE OF NEW JERSEY :
 : SS.:
COUNTY OF *Bergen* :

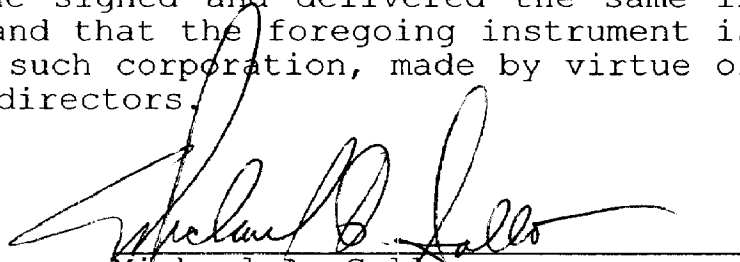
On this *9th* day of *May* 2001, before me, the undersigned, personally appeared Albert Nicusanti, the President of Manhattan Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge that he signed and delivered the same in his capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.



An Attorney-at-Law of the
State of New Jersey

STATE OF NEW JERSEY :
: SS.:
COUNTY OF *Bergen* :

On this *9th* day of *MAY*, 2001, before me, the undersigned, personally appeared Michael J. Bedore, a Vice President of SUMMIT BUSINESS CAPITAL CORP., who, I am satisfied, is the person who signed the foregoing instrument, and he or she did acknowledge that he or she signed and delivered the same in his capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.



Michael A. Gallo
An Attorney-at-Law of the
State of New Jersey

SCHEDULE A

United States Patent Number

Date of Issue

5,234,130

August 10, 1993

5,322,662

June 21, 1994

.\S\Summit Business Capital Corp\Manhattan Products, Inc\PATENT.ASN

RECORDED: 05/14/2001

PATENT
REEL: 011828 FRAME: 0315