

05-31-2001



101734459

EET

5.25.01

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

MAY 25 2001

1. Name of conveying party(ies):

SST Industries, Inc.
119 Northeast Drive
Loveland, Ohio 45140

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

2. Name and Address of receiving party(ies):

Name: Bank One, Michigan
Internal Address: Bank One Tower

Street Address: 8044 Montgomery Road

City Cincinnati State Ohio ZIP 45236

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: April 30, 2001

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Karen K. Hammond
Internal Address: Porter, Wright, Morris & Arthur
Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and patents
involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00

☒ 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 documents.

Karen K. Hammond
Name of Person Signing

[Signature]
Signature

May 22, 2001
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Director—U.S. Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 011838 FRAME: 0043

SCHEDULE A

Patents and Patent Applications

ISSUED U.S. PATENTS

<u>Patent No.</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
D 371,967	29/044,357	09-22-95	Blow molded container
D 373,532	29/042,024	07-31-95	Blow molded container
D 378,494	29/049,970	02-05-96	Blow molded corner pour container

PATENT COLLATERAL ASSIGNMENT

THIS PATENT COLLATERAL ASSIGNMENT (this "Agreement") is made as of the 30th day of April, 2001, between SST Industries, Inc., an Ohio corporation, having a mailing address at 119 Northeast Drive, Loveland, Ohio 45140 ("Assignor") and Bank One, Michigan, a Michigan chartered banking association, having a mailing address at Bank One Tower, 8044 Montgomery Road, Cincinnati, Ohio 45236 ("Lender").

PRELIMINARY STATEMENT. Assignor has executed and delivered its certain promissory notes (collectively the "Obligations") to Lender in connection with an extension of credit by Lender, pursuant to a certain Loan and Security Agreement dated of even date herewith, between inter alia, Assignor and Lender (as amended and modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein with the meanings ascribed to such terms in the Loan Agreement. In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to grant a security interest in and collaterally assign to Lender certain patent rights. This Agreement is executed pursuant and subject to the terms of the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. Assignment of Patents. (a) to secure the complete and timely satisfaction of all Obligations, as that term is defined in the Loan Agreement, of Assignor to Lender, Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of Assignor's right, title and interest in and to any and all patents, registrations and applications for the protection of inventions and designs now owned or hereafter acquired by, granted to, or filed by Assignor, whether in the United States or any foreign country, including without limitation the following:

- i. the pending U.S. Patent Applications and issued U.S. Patents identified on Schedule A attached hereto, as supplemented in accordance with Section 3 below;
- ii. the pending applications and issued patents, utility model registrations and like properties filed with and/or issued by foreign governments or regional or international treaty organizations and identified on Schedule B attached hereto, as supplemented in accordance with Section 3 below; and
- iii. any and all reissues, extensions, renewals, divisions, continuations and continuations-in-part of any of the foregoing,

together with all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all licenses, agreements and other rights corresponding thereto throughout the world, all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with any of the foregoing, and all goodwill of Assignor's business connected with, symbolized by or in any way related to any of the foregoing (all of the foregoing collectively referred to as the "Patents");

(b) This Agreement is made for collateral security purposes only, and in furtherance of the grant of a security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Patents, which assignment and conveyance shall be evidenced by an Assignment of Letters Patent, Inventions and Applications for Letters Patent to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 3 hereof or otherwise (the "Assignment"), the form of which Assignment is attached hereto as Exhibit 1; provided, however, that such assignment and conveyance shall be and become of force and effect, and shall immediately and automatically become of force and effect without further action, upon notice to Assignor by Lender of the occurrence of an Event of Default, and Lender shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice. Unless and until Lender provides Assignor with notice of an Event of Default under the Loan Agreement, Assignor shall own the title to the Patents and shall have the exclusive, non-transferable, indivisible right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as disclosed in Schedule 6.8 to the Loan Agreement, are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and Assignor has notified Lender in writing of all prior art relating to the Patents (including public uses and sales) of which it has actual knowledge;

(c) Except as disclosed in Schedule 6.12 to the Loan Agreement, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons;

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained;

(e) Schedules A and B attached hereto identify all of the Patents that Assignor owns or of which Assignor is entitled to the benefit; and

(f) Assignor agrees not to sell or assign its interest in, or grant any license under the Patents, without the prior written consent of Lender.

3. Rights to New Patents. If, before the Obligations shall have been satisfied in full and Assignor has no further rights to obtain extensions of credit pursuant to the Loan Agreement, Assignor shall obtain rights to or is entitled to the benefit of any patents, registrations or applications for the protection of inventions and designs not already listed in Schedule A or Schedule B attached hereto, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice written thereof. Assignor authorizes Lender to modify this Agreement, without the signature of Assignor, by amending Schedules A and B and the Assignment to include any such patents, registrations or applications covered by paragraph 1 or paragraph 3 hereof.

4. Default Remedies. Upon Lender's provision of notice to Assignor of the occurrence of an Event of Default, as that term is defined in the Loan Agreement, Assignor's ownership and rights in the Patents shall be determined in accordance with the Agreement and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located.

5. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby irrevocably authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Patents to Lender or any other party, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Lender under this Agreement are solely to

protect its interests in the Patents and shall not impose any duty upon Lender to exercise any such rights or powers. Lender shall be accountable only for amounts that Lender actually receives as a result of the exercise of such rights and powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

6. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations and Assignor has no right to obtain any further extensions of credit under the Loan Agreement, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor on demand by Lender.

8. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor has no right to obtain further extensions of credit pursuant to the Loan Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

Assignor shall have the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions consistent with the best interests of Assignor's business and according to Assignor's customary practices and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. After an Event of Default, the Assignor shall not abandon any pending patent application or patent without the consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

9. Preservation of Patents. Assignor shall have the right to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this paragraph 9 as well as for any and all damages, costs and expenses, including legal fees incurred by Lender as the result of any claims relating to the Patents.

10. Cumulative Rights; Waiver. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Enforceability; Governing Law. 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 thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

12. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 3.

13. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Patents.

14. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the date set forth above.

ASSIGNOR:

SST Industries, Inc.

By: [Signature]

Its: Pres.

LENDER:

Bank One, Michigan

By: [Signature]

Steven M. Kuhn, Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO :
: SS
COUNTY OF HAMILTON :

On this 30th day of April, 2001, before me, a Notary Public in and for said County and State, personally appeared C. Winfield Scott, known to me to be the person who as President of SST Industries, Inc., the company which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

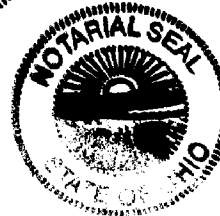
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature: Susan E. Portwood]
Notary Public



SUSAN E. PORTWOOD
Notary Public, State of Ohio
My Commission Expires 03-18-04

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SUSAN E. PORTWOOD
Notary Public, State of Ohio
My Commission Expires 03-18-04

STATE OF OHIO :
 : SS
COUNTY OF HAMILTON :

On this 30th day of April, 2001, before me, a Notary Public in and for said County and State, personally appeared Steven M. Kuhn, who acknowledged himself to be the Vice President of Bank One, Michigan, the Michigan chartered banking association which executed the foregoing instrument and who acknowledged that he, as such officer of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan E. Portwood

Notary Public



SUSAN E. PORTWOOD
Notary Public, State of Ohio
My Commission Expires 03-16-04

SCHEDULE A

Patents and Patent Applications

ISSUED U.S. PATENTS

<u>Patent No.</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
D 371,967		09-22-95	Blow molded container
D 373,532		07-31-95	Blow molded container
D 378,494		02-05-96	Blow molded corner pour container

PENDING U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventors</u>	<u>Title</u>
08/183,021			Stackable Canister (Abandoned)

SCHEDULE B

Foreign Patents and Patent Applications

ISSUED FOREIGN PATENTS

<u>Country or Treaty Organization</u>	<u>Patent No.</u>	<u>Date</u>	<u>Title</u>

PENDING FOREIGN PATENT APPLICATIONS

<u>Country or Treaty Organization</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>