



11-07-2001



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Form PTO-1595  
(Rev. 03/01)

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

RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

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

Cummings Incorporated, The  
International Sign ServiceAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: October 24, 2001

## 2. Name and address of receiving party(ies)

Name: LK Finance, LLC

Internal Address: \_\_\_\_\_

Street Address: 201 12th Avenue South

City: Nashville State: TN Zip: 37203

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)

B. Patent No.(s)

5,567,192

5,063,486

Additional numbers attached? ☐ Yes ☒ No

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

Name: Charles B. Robbins, Esq.

Internal Address: Stokes, Bartholomew,

Evans &amp; Petree, P.A.

Street Address: 424 Church Street, Suite  
2800

City: Nashville State: TN Zip: 37219

## 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ 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.

Charles B. Robbins

Name of Person Signing

Signature

November 1, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 13

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012295 FRAME: 0297

THE INDEBTEDNESS SECURED HEREBY IS SUBORDINATED IN RIGHT OF PAYMENT TO THE PAYMENT OF CERTAIN INDEBTEDNESS TO U.S. BANK NATIONAL ASSOCIATION ("SENIOR LENDER") TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT AMONG LK FINANCE, LLC, PAMELA K. PFEFFER AND SENIOR LENDER DATED OCTOBER 24, 2001 (THE "SUBORDINATION AGREEMENT"). THE LIENS AND SECURITY INTERESTS GRANTED HEREIN ARE SUBORDINATE IN PRIORITY TO THE LIENS AND SECURITY INTERESTS GRANTED TO SENIOR LENDER TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT.

## PATENT ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made between CUMMINGS INCORPORATED, THE INTERNATIONAL SIGN SERVICE, a Tennessee corporation, having an address at 200 12th Avenue South, Nashville, Tennessee 37203 ("Grantor"), LK FINANCE, LLC, a Tennessee limited liability company, having an office at 201 12th Avenue South, Nashville, Tennessee 37203 ("LKF"), and PAMELA K. PFEFFER, having an office at 836 Treemont Court, Nashville, Tennessee 37220 ("PKP") (LKF and PKP are collectively referred to herein as "Lender").

### WITNESSETH

#### 1. DEFINITIONS.

1.1 Financing Agreement. Any capitalized term used, but not defined in, this Agreement will have the meaning given to it in the Loan and Security Agreement between the Lender and Grantor dated of even date herewith (the "Loan and Security Agreement").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and

conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the UCC will, unless the context indicates otherwise, have the meanings provided for in the UCC.

2. GRANT OF SECURITY. To secure the full, prompt and complete payment and performance of the loan owing by Grantor to Lender pursuant to the Loan and Security Agreement, and all other obligations owing by Grantor to Lender in relation thereto (the "Obligations"), Grantor hereby grants, assigns and conveys to Lender, Grantor's entire right, title and interest in, to and under the Patent Collateral. As used in this Agreement, "Patent Collateral" means, collectively, (i) all of Grantor's now or in the future owned or existing and filed patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents listed on Schedule I which is attached and made a part of this Agreement (the property in this item (i) being collectively, the "Patents"); (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any and all of the Patents; (iii) all income, royalties, damages and payments now and in the future due or payable under and with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (iv) the right to sue for past, present and future infringements of any and all of the Patents; (v) all rights corresponding to any and all of the Patents throughout the world; and (vi) all rights of Grantor as licensor or licensee under, and with respect to, any patents and patent applications, including the licenses listed on Schedule I (Grantor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Patent License Rights").

### 3. LICENSE; SECURITY INTEREST.

3.1 License by Lender. In consideration of Grantor's agreement to perform, comply with, and observe each of the terms of this Agreement and the Obligations, Lender grants, without recourse, to Grantor a personal, non-transferable exclusive license (without any representation or warranty of any kind), with the right to sublicense, under each patent application and patent included in the Patent Collateral to make, to have made, to use and to sell the subject matter claimed in each patent application and patent included in the Patent Collateral, and to exercise the Patent License Rights (collectively, the "License"); however, Grantor may not enter into any sublicense unless the sublicense is subject to the terms and conditions of this Agreement, including the termination provisions in Section 3.2 below and the sublicense is necessary or appropriate in the ordinary course of Grantor's business as presently conducted by it.

3.2 Event of Default. If an Event of Default occurs and Lender delivers to Grantor notice terminating the License: (i) the License will automatically and immediately terminate without any further notice or demand (which Grantor expressly waives), (ii) all rights and interests of Grantor in, to and under the License will revert to Lender, and (iii) all rights of Grantor in the Patent Collateral will cease to exist and will be void. If the Event of Default is

cured to Lender's satisfaction or is waived in writing by Lender, then, without any further action on the part of Lender, the License will immediately revert with Grantor on the cessation of the Event of Default subject to the terms of this Agreement.

3.3 Security Interest in the License. As security for the full and prompt payment and performance of all of the Obligations, Grantor hereby assigns, pledges and grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to the License.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(i) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Patent Collateral and the License, free and clear of any Lien, option, charge, pledge, license, assignment (whether conditional or not), covenant or any other encumbrance, except as otherwise disclosed on Schedule I.

(ii) Set forth in Schedule I is a complete and accurate list of all patents, patent applications, and Patent License Rights owned by Grantor.

(iii) Each patent and patent application identified in Schedule I is subsisting and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part, and is enforceable, except as otherwise set forth on Schedule I.

(iv) Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Patent Collateral except as otherwise disclosed in Schedule I.

(v) The current conduct of Grantor's business does not conflict with or infringe any proprietary right enforceable at law of any Person in any way which materially and adversely affects the business, financial condition or business prospects of Grantor or its Affiliates, and no one has asserted to Grantor or its Affiliates that the conduct of Grantor's business conflicts with or infringes any valid proprietary right of any Person in any way which materially adversely affects the business, financial condition or business prospects of Grantor.

(vi) The Patent License Rights are in full force and effect, and Grantor is not in default under any of the Patent License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Grantor under the Patent License Rights.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of applicable perfecting documents with the State of Tennessee, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the making by Grantor of the assignments, and the granting by Grantor of the Lien

made and granted by this Agreement or for the execution, delivery and performance of this Agreement by Grantor, or (b) for the perfection of, or the exercise by, Lender of its rights and remedies under this Agreement.

## 5. FURTHER ASSURANCES.

5.1 Required Grantor Actions. Grantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents and agreements, and take all further action, that Lender may determine is necessary or desirable, to (i) continue, perfect and protect the assignment and the Lien granted or purported to be granted by this Agreement, or (ii) enable Lender to exercise and enforce its rights and remedies under this Agreement with respect to all or any part of the Patent Collateral and the License, or both. Without limiting the generality of the foregoing, Grantor will sign and file all financing statements, and all other instruments or notices, as Lender may determine is necessary or desirable to perfect and preserve the Lien granted or purported to be granted by this Agreement.

5.2 Financing Statements. Grantor hereby authorizes Lender to file one or more financing statements relative to all or any part of the Patent Collateral and the License without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering all or any part of the Patent Collateral or License will be sufficient as a financing statement.

5.3 Further Information. Grantor will furnish to Lender from time to time statements and schedules further identifying and describing the Patent Collateral and the License, including any sublicensing of Patent Collateral by Grantor, and all other reports in connection with the Patent Collateral and the License as Lender may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Grantor agrees that, should it obtain an ownership interest in any patent, patent application or Patent License Rights which is not now identified in Schedule I, (i) Grantor will give prompt written notice to Lender, (ii) the provisions of Section 2 will automatically apply to the patent, patent application and Patent License Rights acquired or obtained, and (iii) the patent, patent application and Patent License Rights will automatically become part of the Patent Collateral. Grantor authorizes Lender to modify this Agreement by amending Schedule I to include any patents, patent applications and Patent License Rights which become part of the Patent Collateral under this Section 5.4.

5.5 Maintenance of Rights. With respect to any patent, patent application or Patent License Rights necessary to the conduct of Grantor's business, Grantor will take all necessary steps 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 of that country) or in any court (i) to maintain and pursue any patent application now or in the future included in the Patent Collateral, and (ii) to maintain each patent now or in the future included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications;

the filing of applications for reissue, renewal or extensions; the payment of maintenance fees; and the participation in interference, reexamination, opposition and infringement proceedings. Any expenses incurred in connection with the foregoing described activities will be borne by Grantor. Grantor will not abandon any right to file a patent application or abandon any pending patent application or patent unless the invention which is the subject of such patent application or patent is not necessary to the conduct of Grantor's business.

5.6 Notification. Grantor will notify Lender immediately when Grantor learns (i) that any of the Patent Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any material item of the Patent Collateral; or (iii) that Grantor is or potentially could be in default of any of the Patent License Rights.

5.7 Infringement. If Grantor becomes aware that any item of the Patent Collateral is materially infringed or misappropriated by any Person, Grantor will promptly notify Lender and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Grantor deems appropriate under the circumstances to protect the Patent Collateral. Any expense incurred in connection with the foregoing activities will be borne by Grantor.

5.8 Markings. Grantor will continue to mark its products with the numbers of appropriate patents in accordance with the existing practices of Grantor.

6. TRANSFERS AND OTHER LIENS. Grantor will not, without the prior written consent of Lender:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Patent Collateral or the License, except (a) as expressly permitted by the Loan and Security Agreement or (b) as expressly permitted by Section 2 of this Agreement;

(ii) create or suffer to exist any Liens or other charge or encumbrance on, or with respect to, any of the Patent Collateral or the License except as otherwise disclosed in Schedule I or as otherwise expressly permitted by the Loan and Security Agreement; or

(iii) take any other action in connection with any of the Patent Collateral or the License that could impair the value of the interests or rights of Grantor or Lender in, to or under the Patent Collateral or the License.

7. POWER OF ATTORNEY. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on its behalf and in Grantor's name or otherwise, from time to time in Lender's discretion, to take any action and to sign any

instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under, or in respect of, any and all of the Patent Collateral;

(ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above; and

(iii) to file any claims, take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Patent Collateral or otherwise to enforce the rights of Lender with respect to any of the Patent Collateral or the License.

8. **LENDER MAY PERFORM.**

8.1 **Performance by Lender.** If Grantor fails to perform any of its obligations in this Agreement, Lender may itself perform, or cause the performance of, the obligation, and the expenses of Lender incurred in connection with its performance will be payable by Grantor under **Section 11.2** of this Agreement.

8.2 **Inspections.** Lender, or its designated representatives, will have the right, at all times after reasonable advance notice, to inspect Grantor's premises and to examine books, records and operations relating to the Patent Collateral.

8.3 **Lender May Bring Suit.** Lender will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Grantor to enforce any part of the Patent Collateral. Grantor will at the reasonable request of Lender do any and all lawful acts and sign any and all proper documents required by Lender in aid of Lender's enforcement actions. On Lender's demand, Grantor will promptly reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this **Section 8**.

9. **LENDER'S DUTIES.** The powers and rights conferred on Lender under this Agreement are solely to protect its interests in the Patent Collateral and the License and will not impose any duty on Lender to exercise any of the powers or rights. Except for the reasonable care of any Patent Collateral in its custody and possession and the accounting for moneys actually received by it under this Agreement, Lender will have no duty as to any Patent Collateral, the License or as to the taking of any necessary steps to preserve rights against other Persons or any other rights pertaining to any Patent Collateral or the License. Lender will be deemed to have exercised reasonable care of the Patent Collateral in its custody and possession if the Patent Collateral is accorded treatment substantially equal to that which Lender accords its own property.

10. **REMEDIES.** If any Event of Default occurs and is continuing:

(i) Lender may exercise in respect of the Patent Collateral and the License, in

addition to other rights and remedies provided for in this Agreement or otherwise available to Lender, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Patent Collateral) and also may (a) exercise any and all rights and remedies of Grantor under or in connection with the License or otherwise in respect of the Patent Collateral, (b) require Grantor to, and Grantor, at its expense, will immediately on Lender's request, assemble all or any part of the documents embodying the Patent Collateral as directed by Lender and make the documents available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and Grantor, (c) license all or any part of the Patent Collateral, or assign Lender's rights to the Patent License Rights, to any Person, and (d) without notice except as specified below, sell all or any part of the Patent Collateral and the License at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and on such other terms as Lender may deem commercially reasonable. If any notice is required by law to effectuate any sale or other disposition of the Patent Collateral, (1) Lender will give Grantor written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof will be made, and at any such public or private sale, Lender may purchase all or any of the Patent Collateral and (2) Lender and Grantor agree that such notice will not be unreasonable as to time if given in compliance with this Agreement ten days prior to any sale or other disposition. Lender will not be obligated to make any sale of Patent Collateral or the License regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed for the sale, and any sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Grantor under or in connection with any of the Patent Collateral or the License will be received in trust for the benefit of Lender, will be segregated from other funds of Grantor and will be immediately paid over to Lender in the same form as so received (with any necessary endorsement) in accordance with the Loan and Security Agreement.

(iii) All payments made under, in connection with or otherwise in respect of, the Patent Collateral or the License and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization on all or any part of the Patent Collateral or the License may, in the discretion of Lender, be held by Lender as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section 11.2) in whole or in part by Lender against, all or any part of the Obligations in any order as Lender may elect. Any surplus of any cash or cash proceeds held by Lender and remaining after payment in full of all the Obligations will be paid over to Grantor or to whomsoever may be lawfully entitled to receive the surplus.

## 11. INDEMNIFICATION; EXPENSES.

11.1 Indemnification. In consideration of the execution and delivery of the Loan and Security Agreement and the making of any loan to Grantor, Grantor will indemnify and hold



Lender and Lender's officers, directors, Affiliates, and agents (for the purposes of this Section 11.1 each is an "Indemnified Party") harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement, (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement), and (iii) the Patent Collateral and License except for claims, losses or liabilities resulting from an Indemnified Party's bad faith or willful misconduct. The indemnification provided for in this Section 11.1 is in addition to, and not in limitation of, any other indemnification or insurance provided by Grantor to Lender.

11.2 Expenses. Grantor will upon demand pay to Lender the amount of any and all expenses, including Attorneys' Fees, which Lender may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization on, any of the Patent Collateral and the License, (iii) the exercise or enforcement of any of Lender's rights under this Agreement, or (iv) the failure by Grantor to perform or observe any of the provisions of this Agreement, all of which constitute part of the Obligations and are secured by the Patent Collateral.

12. AMENDMENTS, WAIVERS, CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor from the terms of this Agreement will; in any event, be effective unless the amendment or waiver is in writing and signed by Lender, and any amendment or waiver will be effective only in the specific instance and for the specific purpose for which it was given.

13. NOTICES. Any notice or notification required, permitted or contemplated under this Agreement must be in writing, addressed and given to the party to be notified at the address set forth in, and in the manner required by, Section 7.2 of the Loan and Security Agreement.

#### 14. GENERAL.

14.1 Continuing Rights. This Agreement creates a continuing assignment to Lender of the Patent Collateral and a continuing Lien on the License and will (i) remain in full force and effect until the full and final payment of all the Obligations, (ii) be binding on Grantor, its successors and assigns; and (iii) inure, together with the rights and remedies of Lender under this Agreement, to the benefit of Lender and Lender's successors, transferees and assigns.

14.2 Term; Patent Collateral and License Revert. Subject to Section 14.10 below, this Agreement will terminate on the later to occur of (i) the full performance, payment and satisfaction of the Obligations and (ii) the termination of the Loan and Security Agreement, at which time the assignments made, and the Lien granted by, this Agreement will terminate and all rights to the Patent Collateral and the License will revert to Grantor. On any such termination, Lender will, at Grantor's expense, sign and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

14.3 Severability. If any term or provision of this Agreement is or becomes illegal, invalid or unenforceable under applicable law, all other terms and provisions of this Agreement will remain legal, valid and enforceable, and the illegal, invalid or unenforceable provision will be deemed severed from this Agreement.

14.4 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Tennessee (without regard to Tennessee conflicts of laws principles) and, to the extent applicable, the federal laws of the United States of America.

14.5 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND FOR LENDER TO EXTEND CREDIT TO GRANTOR, GRANTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF LENDER, ITS SUCCESSORS AND ASSIGNS, WILL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT NASHVILLE, TENNESSEE. LENDER AND GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS ON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO GRANTOR AND LENDER AT THEIR RESPECTIVE ADDRESSES PROVIDED IN SECTION 15.9 OF THE FINANCING AGREEMENT AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS HAS BEEN DEPOSITED IN THE U.S. MAIL, POSTAGE PREPAID. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED UNDER THIS AGREEMENT.

14.6 Heading. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

14.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto will survive the signing of this Agreement.

14.8 Entire Agreement. This Agreement and the other loan documents executed in relation to the Loan and Security Agreement (the "Loan Documents") set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersedes all previous understandings, written or oral, in respect thereof.

14.9 Assignment. Lender, subject to the terms of the Loan and Security Agreement, shall have the right to assign this Agreement and the other Loan Documents. Grantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of

law or otherwise, and any such assignment, transfer or other disposition without Lender's written consent shall be void. All of the rights, privileges, remedies and options given to Lender under the Loan Documents shall inure to the benefit of Lender and Lender's successors and assigns, respectively, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Grantor and Lender, respectively.

14.10 Application of Payments; Revival of the Obligations. Lender shall have the continuing right, but not the obligation, to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Grantor makes a payment or payments to Lender or Lender receives any payment or proceeds of the Collateral or any other security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by Lender.

14.11 Conflict. If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, between the terms of this Agreement and the Loan and Security Agreement, then the applicable terms and provisions, in Lender's judgment, providing Lender with greater rights, remedies, powers, privileges, or benefits will control.

14.12 WAVIER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND FOR LENDER TO EXTEND CREDIT TO GRANTOR, LENDER AND GRANTOR EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LENDER AND GRANTOR.

IN WITNESS WHEREOF, Grantor has, by its duly authorized officer, signed this Agreement as of October 24, 2001.

CUMMINGS INCORPORATED, THE INTERNATIONAL  
SIGN SERVICE

By: Thomas L. Cummings  
Title: PRESIDENT AND CEO

STATE OF TENNESSEE     )  
COUNTY OF DAVIDSON    ) ss:

The foregoing Patent Assignment and Security Agreement<sup>\*</sup> was executed and acknowledged before me this 23<sup>RD</sup>, day of OCTOBER, 2001, by Thomas L. Cummings III, personally known to me to be the President and CEO of Cummings Incorporated, the International Sign Service, a Tennessee corporation, on behalf of such corporation.

Ernestine Ann Norris

Notary Public

SEAL

My Commission Expires: 7/26/03

**Schedule I**

**U.S. PATENT PROPERTY  
CUMMINGS INCORPORATED, THE INTERNATIONAL SIGN SERVICE**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Title</u></b>	<b><u>Inventor(s)</u></b>
5,567,192	10/22/96	METHOD AND APPARATUS FOR PROCESSING ELECTRON GAS DISCHARGE TUBING	Timothy Cummings and Mark Walker
5,063,486	11/05/91	MOUNTING APPARATUS FOR A FLUORESCENT LAMP HOLDER	Thomas L. Cummings, III and Ned S. Al-Orfali