

03-21-2002

Form PTO-1595

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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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):
Ruud Lighting, Inc.

3-18-02

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: December 12, 2001

2. Name and address of receiving party(ies)

Name: Johnson Bank

Internal Address: Commercial Loan

Department

Street Address: 245 Main Street

City: Racine State: WI Zip: 53403

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)

Please see exhibit to attached
assignment agreementAdditional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: von Briesen, Purtell & Roper, s.c.

Internal Address: Eric N. Mathison

Street Address: 735 North Water Street,

Suite 1000

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and patents involved: 35

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



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.

Eric N. Mathison

Name of Person Signing

Signature

3/14/02

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

03/20/2002 6TON11 00000154 5566047

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1400.00 0P

PATENT
REEL: 012683 FRAME: 0603

**PATENTS, PATENT APPLICATIONS
AND PATENT RIGHTS**

<u>U.S. Pat. No.</u>	<u>Title</u>
5,566,047	Electrical Apparatus With Noise-Suppressing Feature
4,655,520	Electrical Distribution System and Connector Therefor
4,689,729	Floodlight
D 344,604	Floodlight (Design)
D 340,304	Floodlight Structure (Design)
D 333,009	Floodlight Structure (Design)
D 343,022	Floodlight Structure (Design)
4,709,312	Floodlight With Improved Reflector System
5,451,843	Improved Apparatus And Method For Providing Bilevel Illumination
5,105,347	Improved Bollard Luminaire
S.N. 08/899,551	Improved Canopy Light And Related Method
5,887,966	Improved In-Ground Lighting Apparatus And Related Method
5,820,255	Improved Lighting-Fixture Support Pole
D 352,126	Outdoor Lighting Fixture (Design)
D 382,363	Prismatic Area Light (Design)
D 386,275	Prismatic Area Light (Design)
D 385,053	Prismatic Area Light (Design)
D 383,114	Replacement Transformer for Track Lighting (Design)
D 373,841	Replacement Low Voltage Light for Track Lighting (Design)

D 373,206	Replacement Low Voltage Light for Track Lighting (Design)
S.N. 90/005, 143	Floodlight With Improved Reflector System
69958 (Canada)	Floodlight (Design)
1,329,636 (Canada)	Electrical Distribution System and Connector Therefor
120658 (Australia)	Outdoor Lighting Fixture (Flat Top Design)
74203 (Canada)	Outdoor Lighting Fixture (Flat Top Design)
M 93 08 958 (Germany)	Outdoor Lighting Fixture (Flat Top Design)
992491 (Japan)	Outdoor Lighting Fixture (Flat Top Design)
25573 (New Zealand)	Outdoor Lighting Fixture (Flat Top Design)
43089 (Taiwan)	Outdoor Lighting Fixture (Flat Top Design)
2035245 (U.K.)	Outdoor Lighting Fixture (Flat Top Design)
673641 (Australia)	Improved Apparatus & Method For Providing Bilevel Illumination
264961 (New Zealand)	Improved Apparatus & Method For Providing Bilevel Illumination
S.N. PCT/US98/12149 (Patent Cooperation Treaty)	Improved In-Ground Lighting Apparatus And Related Method
S.N. PCT/US98/12147 (Patent Cooperation Treaty)	Improved Canopy Light And Related Method
85856 (Canada)	Area Light (Design)
S.N. PCT/US98/27133 (Patent Cooperation Treaty)	Improved Directional Floodlight
Taiwan	Improved Directional Floodlight
S.N. 08/990,597	Improved Directional Floodlight
S.N. 1998-1293 (Canada)	Directional Floodlight (Design)
D 399,584	Directional Flood Light ("A" Model Design -- MR16)

S.N. 1998-1294 (Canada)	Directional Floodlight (Design)
D 399,585	Directional Flood Light – (“B” Model Design – PAR20)
S.N. 1988-1295 (Canada)	Directional Floodlight (Design)
D 399,583	Directional Flood Light – (“C” Model Design – PAR30)
S.N. 1998-1296 (Canada)	Directional Floodlight “D” Model (Design)
D 399,581	Directional Flood Light – (“D” Model Design PAR38)
5,988,833	DF
5,988,833	DF (MR16)
5,988,833	DF (PAR20)
5,988,833	DF (PAR30)
5,068,773 and 5,130,916 2062987-8 (Canada)	DR

SCHEDULE A

PATENT COLLATERAL ASSIGNMENT AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AGREEMENT (the "Agreement"), dated as of the 12th day of December, 2001, is made by **RUUD LIGHTING, INC.**, a Wisconsin corporation (the "Company") in favor of **JOHNSON BANK**, a Wisconsin banking corporation ("JB"), and those financial institutions granting credit under and which are parties to, or which in the future become parties to, the Loan Agreement referenced below (collectively, and including JB, the "Banks"). JB may also be referred to as the "Agent," and is acting under this Agreement in its own right and as agent for the Banks.

RECITALS

WHEREAS, Company wishes to secure (i) the payment of all indebtedness evidenced by its Revolving Credit Notes in the aggregate original principal amount of \$12,000,000.00, by its Term Loan A Notes in the aggregate original principal amount of \$12,000,000.00 and its Term Loan B Notes in the aggregate original principal amount of \$4,000,000.00 payable to the Banks and any promissory notes taken at renewal, exchange or substitution thereof or therefore, including interest and premium on all of the foregoing and all costs of collecting the same; (ii) the performance of any and all of the Company's obligations and liabilities (including the Obligations) under a Revolving Credit and Term Loan Agreement dated of even date herewith by and between the Company, Agent, and the Banks as it may be amended from time to time (the "Loan Agreement"); (iii) the performance of the Company's obligations and liabilities hereunder; and (iv) all other debts, obligations, and liabilities of the Company or another signatory to or in favor of Agent or Banks under any Loan Document, as the term "Loan Document" is defined in the Loan Agreement; and (v) all other loans, drafts, overdrafts, checks, notes and all other debts, liabilities and obligations of every kind owing by the Company to the Agent or the Banks, whether direct or indirect, absolute or contingent, liquidated or unliquidated whether of the same or a different nature and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees paid or incurred by the Agent or any Bank at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing, and to enforce this Agreement (all of the obligations and liabilities described in the preceding clauses (i)-(v) being here and collectively called the "Obligations").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Security Interest. To secure the payment and performance of the Obligations and for other good and valuable consideration, receipt of which is hereby acknowledged, Company hereby grants, assigns and conveys to Agent and the Banks the entire right, title and interest in and to the patent applications, patent rights, patent licenses and patents listed in Schedule A hereto, including without limitation all products and 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 rights corresponding thereto throughout the world and all reissues,

divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. Covenants and Warranties as to Patents. Company covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Company's knowledge, each of the Patents is valid and enforceable and Company has notified Agent in writing of all prior art (including public uses and sales) of which it is aware;

(c) Company 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 Company not to sue third persons; and

(d) Company 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.

Except as specifically set forth above, Company does not warrant that the Patents might not be declared invalid if challenged in court.

3. No Conflicting Agreements. Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Company's obligations under this Agreement, without Agent's prior written consent.

4. Future Patents. If, before the Obligations shall have been satisfied in full, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1, shall automatically apply thereto and Company shall give to Agent prompt notice thereof in writing.

5. Future Modification. Company authorizes Agent to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patents under paragraph 1 or paragraph 4 hereof.

6. License to Company. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), the Agent and the Banks hereby grant to Company the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Company's own benefit and account and for none other. Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Company in this paragraph 6, without the prior written consent of the Agent.

7. Termination of License; Sale. If any Event of Default shall have occurred and be continuing, Company's license under the Patents as set forth in paragraph 6, shall terminate forthwith, and Agent and the Banks shall have, in addition to all other rights and remedies given them by this Agreement, by the Loan Agreement, by any other Loan Document 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 and, without limiting the generality of the foregoing, the Agent and the Banks may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Racine, Wisconsin, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Patents given to Company at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or the Agent or the Banks may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Company, which right is hereby waived and released.

8. Appointment as Agent for Company. If any Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent or the Banks, as Agent may select in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, documents, papers and instruments necessary for Agent or the Banks to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Agent or the Banks to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be deemed coupled with an interest and shall be irrevocable for the life of this Agreement. Company further ratifies and approves all actions taken pursuant to the foregoing power of attorney whether taken by Agent or by any other person or persons designated by Agent, and Agent will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than those occasioned by willful misconduct.

9. Reconveyance to Company. At such time as all of the Obligations are satisfied, and no Bank has any obligation or commitment under the Loan Agreement, this Agreement shall terminate and Agent shall execute and deliver to Company all deeds, assignments and other instruments as may be necessary or proper to re-vest in Company full title to the Patents, subject to any disposition thereof which may have been made by Agent or the Banks pursuant hereto.

10. Attorneys' Fees and Costs. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent 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, or this Agreement, shall be borne and paid by Company on demand by Agent or any Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Pending Applications; Maintenance Fees. Company 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 and to preserve and maintain all rights in patent applications and the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Company. The Company shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Agent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this paragraph 11, the Company shall have no duty to (i) make application on, or (ii) refrain from abandoning any right to file a patent application regarding, those inventions that would not be necessary or economically desirable in the operation of the Company's business.

12. Course of Dealing. No course of dealing between Company and Agent or the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Banks, 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. No waiver, amendment or other modification of this Agreement shall be effective unless it is in writing and signed by Company and Agent, except as provided in paragraph 5.

13. Remedies Cumulative. All of Banks' and Agent's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. 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 thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in another jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, sent by confirmed facsimile transmission, or three (3) days following deposit in the United States mails. Communications or notices shall be delivered personally, sent by facsimile transmission or sent by first class mail, postage prepaid, and shall be addressed as follows, unless and until either of the parties notifies the other in accordance with this Section of a change of address:

if to the Company:

RUUD LIGHTING, INC.
9201 Washington Avenue
Racine, WI 53406
Fax Number (262) 884-3395
Attn: Chief Financial Officer

if to Agent:

JOHNSON BANK
245 Main Street
Racine, WI 53403
Fax Number (262) 619-2605
Attn: Susan P. Jensen
Senior Vice President

16. Submission to Jurisdiction. The Agent may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction and located in or for Racine County or Milwaukee County, Wisconsin. For the purpose of any action or proceeding instituted with respect to any such claim, the Company hereby irrevocably submits to the personal jurisdiction of such courts. Nothing herein contained shall affect the right of the Agent, or preclude the Agent at its option, from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court located in or for Racine County or Milwaukee County, Wisconsin and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

17. WAIVER OF JURY TRIAL. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING HEREFROM, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. 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.

19. Governing Law. 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 Wisconsin, without regard to conflict of law provisions, internal or where required, by federal law applicable to patents specifically. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision.

