



04-17-2002

51



102058008

Form PTOM-595

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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

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

Transilwrap Company, Inc.

4-12-02

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

Name: Wells Fargo Business Credit, Inc.

Internal Address: Suite 1400, MAC N9811-143

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

## 3. Nature of conveyance:

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

Street Address: 100 East Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202

Execution Date: 03/15/2002

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) See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: William K. Baxter

Internal Address: Godfrey &amp; Kahn, S.C.

Street Address: 780 North Water Street

City: Milwaukee State: WI Zip: 53202

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

7. Total fee (37 CFR 3.41).....\$ 240.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

William K. Baxter

Name of Person Signing

Signature

04/02/2002

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

04/16/2002 6TON11 00000176 5718342

01 FC:581

240.00 00

PATENT  
REEL: 012775 FRAME: 0980



**Exhibit A**

**UNITED STATES ISSUED PATENTS**

<b>PATENT</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
EASILY ASSEMBLED STORAGE RACK WITH SUPPORT LOOPS	5,718,342	02/17/98
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	5,058,926	10/22/91
METHOD FOR LAMINATING A COMPOSITE ASSEMBLY	4,589,942	05/20/86
STORAGE RACK WITH GRIPPING CHANNEL FOR SUPPORT LOOPS	5,915,573	06/29/99
STORAGE RACK WITH MODULAR PAIRS OF SUPPORT LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES	5,775,520	07/07/98
STORAGE RACK WITH RETAINER LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES BEING HELD	5,779,066	07/14/98

**FOREIGN ISSUED PATENTS**

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	Australia	9169267	10/03/91
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	Canada	2035352	09/27/91
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	European Patent	448975	10/02/91

PATENT	COUNTRY	PATENT NO.	ISSUE DATE
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	European Patent	448975	09/20/95
LAMINATION PRODUCT FOR MANUFACTURE OF IDENTIFICATION CARD	Germany	69113089	10/26/95
METHOD OF MANUFACTURING A SECURE IDENTIFICATION CARD	Canada	2,148,162	12/14/95
METHOD OF MANUFACTURING A SECURE IDENTIFICATION CARD	European Patent	687576	12/20/95
METHOD OF MANUFACTURING A SECURE IDENTIFICATION CARD	Japan	8001776	01/09/96
MULTI-SHEET LAMINATED IDENTIFICATION CARD WITH TAMPER RESISTANT, ULTRASONIC WELDMENTS	European Patent	496988	08/05/92
MULTI-SHEET LAMINATED IDENTIFICATION CARD WITH TAMPER RESISTANT, ULTRASONIC WELDMENTS	Germany	69109655	06/14/95
SECURITY CARD – MADE OF NON-ORIENTED POLYESTER WHICH CAN RESIST SCRATCHING	Canada	2177515	12/07/96
SECURITY CARD – MADE OF NON-ORIENTED POLYESTER WHICH CAN RESIST SCRATCHING	Japan	9039454	02/10/97
SHELF FORMED OF A MITER CUT PIECE OF PLASTIC	Canada	2062086	10/17/92
STORAGE RACK FOR SMALL ARTICLES	Canada	2170427	02/02/97
STORAGE RACK FOR SMALL ARTICLES	European Patent	756840	02/05/97
STORAGE RACK FOR SMALL ARTICLES	Japan	9037903	02/10/97
STORAGE RACK WITH MODULAR PAIRS OF SUPPORT LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES	Canada	2212116	04/11/98

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
STORAGE RACK WITH MODULAR PAIRS OF SUPPORT LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES	European Patent	835625	04/15/98
STORAGE RACK WITH MODULAR PAIRS OF SUPPORT LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES	Japan	10119492	05/12/98
STORAGE RACK WITH RETAINER LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES BEING HELD	Canada	2212120	03/24/98
STORAGE RACK WITH RETAINER LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES BEING HELD	European Patent	830829	03/25/98
STORAGE RACK WITH RETAINER LOOPS MAINTAINING UNIFORM PRESSURE AGAINST THE ARTICLES BEING HELD	Japan	10099142	04/21/98

# PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of March 15, 2002, is made by and between TRANSILWRAP COMPANY, INC., an Illinois corporation whose address and principal place of business is 9201 West Belmont Avenue, Franklin Park, Illinois, 60131 (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is 100 East Wisconsin Avenue, Suite 1400, MAC N9811-143, Milwaukee, Wisconsin 53202, as agent for itself and the other Lenders identified below (the "Secured Party").

## RECITALS:

The Debtor and the Secured Party, in its capacity as Administrative Agent and a Lender, Transamerica Business Capital Corporation, as Documentation Agent and a Lender, and certain other Lenders identified from time to time therein (collectively, the "Lenders") have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Lenders may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Lenders have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Lenders, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“Security Interest” has the meaning given in Section 2.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor do not and will not violate the provisions of or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct name of the Debtor is Transilwrap Company, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents. Exhibit A*** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party with a replacement **Exhibit A**, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either:  
(i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or  
(ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and

deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor has absolute title to each Patent listed on **Exhibit A** free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents hereafter arising, absolute title to each such Patent free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents. The Debtor shall be permitted to control and manage the Patents, including the right to exclude others from making, using or selling items covered by the Patents and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.



(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents.

(c) The Secured Party may enforce the Patents and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents at all or in any particular manner or order, or to apply any cash proceeds of Patents in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

TRANSILWRAP COMPANY, INC.

By: Melissa L. Dreifuerst  
Its: Vice President

By: Mark Stevens  
Its: Chief Executive Officer

STATE OF Wisconsin)

COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2002, by Melissa L. Dreifuerst, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Linton Laper  
Notary Public  
My commission is permanent

STATE OF Wisconsin)

COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2002, by Mark Stevens, the Chief Executive Officer of Transilwrap Company, Inc., an Illinois corporation, on behalf of the corporation.

Linton Laper  
Notary Public  
My commission is permanent

MW592759\_2.DOC