07-12-2002

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	1021514	.75 V		NT OF COMMERCE nd Trademark Office
To the Honorable Commissioner of	of Patents and Trademarks: Pl	ease record the attache	ed original documents or o	copy thereof.
	7-8-02	Name: Soverei	ess of receiving party gn Bank s:	
Additional name(s) of conveying party(ies) a	attached? Yes V No			
3. Nature of conveyance: Assignment Security Agreement Other	Merger Change of Name	Street Address:	100 Pearl Street	
		City: Hartford	State:_ ^{CT} _Z	zip:_06103
1/4/02 Execution Date:		Additional name(s)	& address(es) attached?[Yes 🗸 No
A. Patent Application No.(s)	Additional numbers attac	5,489,047	6,039,212; ; and 5,383,580	
5. Name and address of party to w concerning document should be Name:	hom correspondence	6. Total number of a	applications and pate	
Carmody & To	orrance LLP	Enclosed		
OOF TBIAZI 00000025 500447 6039212	J	✓ Authorized	to be charged to dep	
120.00 CH	<u>/</u>	8. Deposit accoun	t number:	ÉER
Street Address: 50 Leavenworth P.O. Box 1110	h Street 	50-0447		<u>S</u>
City: Waterbury State: CT Z	 Zip:			N 9: 08
·	DO NOT USE	THIS SPACE		
9. Signature.			•	
Jennifer A. Calcagni, Reg. No. S	50,207 wher of pages including cove	Signature Signature	nnd documents: 5	03/02 Date

Total number o

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

The undersigned, Air Guard Control Corporation, a Delaware corporation, having its chief executive office and principal place of business at 32 Mattatuck Heights Road, Waterbury, Connecticut 06705 (the "Assignor"), has, on the date hereof, granted to Sovereign Bank, a federally-chartered savings bank, having a banking office at 100 Pearl Street, Hartford, Connecticut 06103 (the "Bank"), a continuing first priority lien and security interest in:

All of the Assignor's right, title and interest in and to all of the Assignor or in which the Assignor has any ownership right, title or interest, now or in the future, including but not limited to the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time); all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of the inventions disclosed or claimed therein; and the right (but not the obligation) to make and prosecute applications for such patents; any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements granted by the Assignor, pertaining to any patents, or patent rights, used by third parties in the past, present or future, including the right in the name of the Assignor or the Bank to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement; any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Bank for any and all past, present and future infringements of or any other damages or injury to the patents or the patent rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the patent license rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

{N0676872}

Pursuant to the terms of a certain Loan and Security Agreement of even date herewith, by and among Assignor and Bank (the "Loan and Security Agreement") and a Patent Collateral Assignment and Loan Agreement to secure Assignor's indebtedness to Bank under the terms of the Loan and Security Agreement.

Dated as of the 4th day of January, 2002.

AIR GUARD CONTROL CORPORATION

BY: [6]

Its President Chief Executive Officer

SOVEREIGN BANK

Ignet A I ynch

Its Vice President

{N0676872}

SCHEDULE A

SCHEDULE A - INVENTIONS

PATENTS

United States

Aerosol Dispenser

Inventor: Jaswinder Singh, Woodstock, Ill.

Owner: CCL Industries Inc., Willowdale Canada

Filed: February 20, 1998

United States Registration No.: 6,039,212

Date of Patent: March 21, 2000

Aerosol Spray Can Adaptor

Inventor: Gary Winder

Owner: CCL Industries Inc., Willowdale Canada

Filed: December 7, 1994

United States Registration No.: 5,489,047

Date of Patent: February 6, 1996

Aerosol Spray Can Adaptor

Inventor: Gary Winder

Owner: CCL Industries Inc., Willowdale Canada

Filed: April 5, 1993 United States Patent No.: 5383580

Date of Patent: January 24, 1995

Patent was purchased out-right on October 12, 2001

RECORDED: 07/08/2002