

12-09-2002

Form PTO-1595
(Rev. 03/01)

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

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

1. Name of conveying party(ies):

Outdoor Technologies, Inc.

12-3-02

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

June 13, 2002

Execution Date: _____

2. Name and address of receiving party(ies)

Name: PNC Agent National Association

Internal Address: One PNC Plaza

6th Floor

Street Address: 249 Fifth Avenue

City: Pittsburg State: PA Zip: 15222

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) _____

5,613,339

Additional numbers attached? ☐ Yes ☒ No

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

Name: Monica S. Verma, Esq.

Internal Address: Baker & Hostetler LLP

3200 National City Center

Street Address: 1900 East 9th Street

City: Cleveland State: OH Zip: 44114

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

02-0396

DO NOT USE THIS SPACE

9. Signature.

Monica S. Verma

Name of Person Signing

Signature

12/2/02

Date

12/06/2002

DBYRNE

00000180 5613339

Total number of pages including cover sheet, attachments, and documents: 7

01 FC:8021

40.00

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013542 FRAME: 0440

PATENTS COLLATERAL SECURITY AGREEMENT

1. As used herein:

1.1 "Agent" means PNC Agent National Association, as Agent under the Credit Agreement.

1.2 "Borrower" means, collectively, Jancor Companies, Inc., a Delaware corporation, Heartland Building Products Inc., a Delaware corporation, Kensington Windows Inc., a Delaware corporation, Outdoor Technologies Inc., a Delaware corporation and Survivor Technologies, Inc., a New Jersey corporation.

1.3 "Collateral" means all of Pledgor's United States and foreign patents and/or patent applications now in existence or arising during the duration of this Agreement, and all inventions and improvements described and claimed therein including, without limitation, any copyrights and/or associated registrations owned by Borrower, including, without limitation, software or documentation, those described on Exhibit A hereto, whether now or arising during the duration of this Agreement, all reissues and renewals thereof, and the foregoing rights shall involve, without limitation, rights against all income, royalties, damages, and payments now and hereafter due and/or payable, and all royalties and all damages and payments for past or future infringements thereof.

1.4 "Credit Agreement" means the Revolving Credit, Term Loan and Security Agreement, dated June 13, 2002, among Borrower, Agent and the financial institutions which are now or which may hereafter become a party to the Credit Agreement (the "Lenders"), as amended, pursuant to which Agent and the Lenders have established revolving credit and term loan facilities, together with every future supplement or other amendment, if any, to that agreement.

1.5 "Event of Default" means an "Event of Default" (as defined in the Credit Agreement) or a breach of or default under this Agreement, which has not been waived or cured (if applicable).

1.6 "Pledgor" means Outdoor Technologies Inc., a Delaware corporation.

1.7 Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. In consideration of the extension of credit by Agent to the Borrower under the Credit Agreement and for other valuable considerations, Pledgor hereby grants Agent a security interest in the Collateral as security for Pledgor's Obligations to Lenders.

3. Pledgor represents and warrants to Agent and Lenders as follows:

3.1 Pledgor owns all right, title and interest in and to the Collateral and holds the Collateral free from any equity, security interest, lien or restriction whatever and no one else (other than Agent by reason of this Security Agreement) has, or to Pledgor's

knowledge claims to have, any right, title or interest of any kind in or to the Collateral, except as permitted by the Credit Agreement.

3.2 The Collateral which consists of patents described on Exhibit A has been duly issued and is registered and subsisting and has not been adjudged invalid or unenforceable and, to the best of Pledgor's knowledge, such Collateral is valid and enforceable.

3.3 The security interest herein conferred upon Agent constitutes the first and paramount lien upon the Collateral and, as of the date hereof, no claim has been made that the use of any of the Collateral does or may violate the rights of any third person.

3.4 To the extent necessary for the conduct of its business, Pledgor has used proper statutory notice in connection with its use of the Collateral and has used consistent standards of quality in its manufacture and/or distribution or other treatment of products sold relating to or under the Collateral.

4. Pledgor has and will comply in all respects with all patent marking requirements as specified by 35 U.S.C. §287, except where the failure would not have a Material Adverse Effect. Pledgor covenants and agrees with Agent to use consistent standards of quality in its manufacture, distribution or other treatment of products sold under or relating to the Collateral.

5. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license of, the Collateral, without Agent's prior written consent, which consent will not be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. Pledgor will indemnify Agent and hold it harmless against third parties for any cause of action, loss, liability or expense arising from or relating to the Collateral, except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of the party being indemnified.

7. Pledgor irrevocably authorizes and empowers Agent, upon an Event of Default, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, or any interest which the Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses actually incurred by Agent (including all reasonable expenses for broker's 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 Borrower shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor agrees shall be reasonable notice of such sale or other disposition. At any such sale or of other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is waived and released.

8. At such time as Borrower shall completely pay all of the Obligations, this Agreement shall release its lien hereunder and Agent shall execute and deliver to Pledgor all instruments as may be necessary or proper to evidence such release, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and expenses incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations.

10. Pledgor shall have the duty to prosecute diligently any Collateral applications of the Collateral pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Collateral, to file and prosecute opposition and cancellation proceedings, to file for renewals, to attend to timely payment of maintenance fees, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral to the extent such Collateral is necessary to Pledgor's business. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. The Pledgor shall not abandon any Collateral which is necessary to Pledgor's business.

11. Pledgor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorney's fees, incurred by Agent in the fulfillment of the provisions of this section.

12. Upon an Event of Default, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Pledgor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Pledgor fails to comply with any of its obligations hereunder, Agent may do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Pledgor will execute any agreements deemed reasonably necessary by Agent to secure or perfect Agent's claim to or interest in the Collateral, in whole or in part.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit 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.

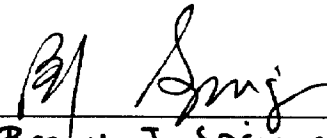
16. The rights and remedies specified or referred to in this Agreement are in addition to any other rights and remedies that Agent may otherwise have or acquire by operation of law, by other contract or otherwise. The provisions of this Agreement, and the respective rights and duties of Pledgor and Agent hereunder, shall be interpreted and determined in accordance with Ohio law, without regard to principles of conflict of laws. If at any time one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired thereby.

17. 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.

18. PLEDGOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN AGENT AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY PLEDGOR TO AGENT.

Executed and delivered at Cleveland, Ohio as of the 13TH day of June, 2002.

OUTDOOR TECHNOLOGIES INC.

By: 
Name: Branch J. Springer
Title: VP, Chief Financial Officer

EXHIBIT

PATENTS

PATENT	PATENT NUMBER
Deck plank and cover	5,613,339