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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-9-03

Tab settings

To the Honorable Commissioner of P.

102333133

tached original documents or copy thereof.

1. Name of conveying party(ies):
NWCC ACQUISITION, LLCAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: November 5, 2002

2. Name and address of receiving party(ies)

Name ANTARES CAPITAL CORPORATION, as Agent

Internal Address: _____

Street Address: 311 SOUTH WACKER DRIVE
SUITE 6400City: CHICAGO State: IL ZIP: 60606Additional 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 _____

A. Patent Application No.(s)

-NONE-

B. Patent No.(s)

09/348,662

Additional numbers attached? Yes No X

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

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ \$40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

01/10/2003 GTOW11 00000073 09348662

DO NOT USE THIS SPACE

01 FC:8021

40.00 DP

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
the original document.*Terese M. Scholl

Name of Person

Signature

January 7, 2003

Date

Total number of pages including cover sheet, attachments, and document:

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

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 5, 2002, is between **NWCC ACQUISITION, LLC**, a Delaware limited liability company (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (the "Grantee") for the benefit of the Agent and the Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns rights in and to the Patents, Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of November 5, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

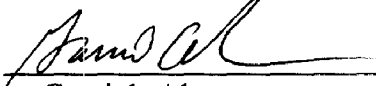
- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein (collectively, "Patent Rights");
- (2) each Patent license including, without limitation, the Patent licenses listed on **Schedule 1** annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the Patent Rights and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

NWCC ACQUISITION, LLC, a Delaware limited liability company

By 

Name: Garrick Ahn

Title: Manager

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By _____

Name: _____

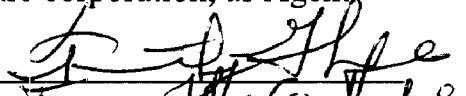
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

NWCC ACQUISITION, LLC, a Delaware
limited liability company

By _____
Name: _____
Title: _____

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By  _____
Name: Timothy C. Lee
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss.

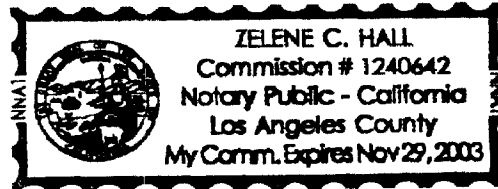
On the 5th day of November, 2002, before me personally appeared Garrick Ahn, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Manager of NWCC Acquisition, LLC, a Delaware limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its members; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Zelene C. Hall
Notary Public

{Seal}

My commission expires:

11/29/2003



SCHEDULE I

U.S. Patent Registrations; Foreign Patent Registrations; U.S. Patent Applications; Foreign Patent Applications; Patent Licenses

U.S. Patent Registrations

<u>HOLDER</u>	<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
NWCC Acquisition, LLC (assigned from Northwest Coatings Corp. at Closing and subject to assignment of patent application to be filed)	Radiation-Cured, Laminate Label, Radiation-Cured, Laminated Flexible Packaging Material and Radiation-Curable, Adhesive Composition	09/348,662	7/6/99

Foreign Patent Registrations

<u>HOLDER</u>	<u>PATENT</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None				

Patent Licenses

<u>LICENSED PATENTS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
None			

1. On January 22, 2002, the Seller filed a provisional patent application with the U.S. Patent Office for UV Laminate, U.S. Serial No.: Unknown.

2. On September 25, 2002, the Seller filed a U.S. Divisional application with the U.S. patent Office for U.S. Serial No. 10253,810, Divisional of 09/348,662.