

Form PTO-1595  
(Rev. 10/02)

### RECORDATION FORM COVER SHEET PATENTS ONLY

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

OMB No. 0651-0027 (exp. 6/30/2005)

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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):  
LACLEDE CHAIN MANUFACTURING COMPANY

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

2. Name and address of receiving party(ies)  
Name: SOUTHWEST BANK OF ST. LOUIS

Internal Address: \_\_\_\_\_

Street Address: 13205 Manchester Road

City: St. Louis State: MO Zip: 63131

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: 06-19-2003

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) \_\_\_\_\_

Additional numbers attached?  Yes  No

B. Patent No.(s) 4,615,368;  
D444,052; 6,230,375; D407,300

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

Name: David B. Jennings

Internal Address: Suite 2600

Street Address: One Metropolitan Square

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved:  0

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:  
01-2384

**DO NOT USE THIS SPACE**

9. Signature.

David B. Jennings  
Name of Person Signing

  
Signature

June 24, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 13

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

CH \$240.00 012384 4615368

**ATTACHMENT**  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

**Continuation of Items Listed on Item 4.B:**

**D386,868**

**D332,217**

**PATENT COLLATERAL ASSIGNMENT**

**THIS PATENT COLLATERAL ASSIGNMENT** (this "*Assignment*") is made as of the 19<sup>th</sup> day of June, 2003, between **LACLEDE CHAIN MANUFACTURING COMPANY**, a Missouri corporation ("*Assignor*") and **SOUTHWEST BANK OF ST. LOUIS**, a banking corporation organized under the laws of the State of Missouri with an office at 13205 Manchester Road, St. Louis, Missouri 63131 ("*Bank*").

WHEREAS, Assignor has requested and Borrower has agreed to extend certain financing to Assignor (the "Loan"), pursuant to the terms and conditions of that certain Credit Agreement dated as of even date herewith;

WHEREAS, the Loan is evidenced by (i) that certain Line of Credit Note dated as of even date herewith, executed by Assignor and payable to the order of Bank in the original principal amount of Eleven Million Seven Hundred Fifty Thousand and No/100 Dollars (\$11,750,000.00) (the "Line of Credit Note"); and (ii) that certain Term Note dated as of even date herewith, executed by Assignor and payable to the order of Bank in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) (the "Term Note") (collectively, the Line of Credit Note and the Term Note are referred to herein as the "Note");

WHEREAS, in consideration of Bank making the Loan to Assignor, Assignor agrees, pursuant to the terms of this Assignment, to assign certain of Assignor's rights to Bank.

**NOW, THEREFORE**, for value received, and in consideration of the financial accommodations given or to be given or continued to Assignor by Bank and/or of Bank's presently refraining from making demand on Assignor or otherwise pursuing Bank's legal remedies against Assignor and for other good and valuable consideration to Assignor moving, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all obligations of every kind and character of Assignor to Bank, including, but not limited to, the prompt payment of all loans made or which may be made by Bank to Assignor, overdrafts of Assignor and of all notes, acceptances, and other paper which have been or may be by Bank discounted for Assignor whether made, drawn, accepted, endorsed or not endorsed by Assignor, and whether endorsed with or without recourse, as well as any and all renewals or extensions regardless of any collateral now held by Bank or which may hereafter be acquired by Bank as security for the payment of any and all obligations of Assignor to Bank (the "*Liabilities*"), Assignor hereby grants, assigns and conveys to Bank the entire right, title, and interest in and to the patent applications and patents listed in Schedule A hereto, including, without limitation, all 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. Assignor covenants and warrants that:

- (a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) Other than rights previously granted to Bank, Assignor 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, encumbrances relating to pledges, assignments, licenses from third parties, shop rights and covenants by Assignor not to sue third persons; and
- (c) Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Bank's prior written consent.

4. If, before the Liabilities shall have been satisfied in full, Assignor 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 Section 1, shall automatically apply thereto and Assignor shall give to Bank prompt notice thereof in writing hereof.

5. Assignor authorizes Bank to modify this Assignment by amending Schedule A to include any future patents and patent applications which are Patents under Section 1 or Section 4 hereof.

6. Unless and until there shall have occurred and be continuing an event of default under any of the Liabilities ("*Events of Default*"), Bank hereby grants to Assignor 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 Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 6, without the prior written consent of Bank.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in Section 6 shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Missouri, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the City or County of St. Louis, Missouri, or elsewhere, the whole or from time to time any part of the Patents, or any interest which Assignor 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 attorneys' fees and other services), shall apply the residue of such proceeds toward the payment

in full of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor 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, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Bank 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 Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank, as Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable for the life of this Assignment.

9. At such time as all of the Liabilities shall be satisfied in full, this Assignment shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Bank in connection with the preparation of this Assignment 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, shall be borne and paid by Assignor on demand by Bank.

11. Assignor shall have the right, with the consent of Bank, which shall not be unreasonably withheld, to bring suit in its own name, and to join Bank, if necessary, as a party to such suit so long as Bank is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including legal fees, incurred by Bank pursuant to this Section 11.

12. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder 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.

13. All of Bank's rights and remedies with respect to the Patents, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Assignment 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 any other jurisdiction, or any clause or provisions of this Assignment in any jurisdiction.

15. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 5.

16. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Assignment has been negotiated, executed and delivered in various jurisdictions. In order to provide for a uniform and well established body of commercial and other law to define and govern the rights and duties of the parties, the parties agree that this Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri without giving effect to any choice of law rules thereof. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN THE CITY OF ST. LOUIS OR ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

**18. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH BANK ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.**

*[remainder of page intentionally left blank – signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and first above written.

**ASSIGNOR:**

**LACLEDE CHAIN MANUFACTURING COMPANY**

By: *Wayne L. Smith II*  
Name: Wayne L. Smith II  
Its: Chairman

**SOUTHWEST BANK OF ST. LOUIS**

By: *John D. Haffner*  
Name: JOHN D. HAFFNER  
Its: SVP

By: *David J. Allen*  
Name: DAVID J. ALLEN  
Its: VP

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19<sup>th</sup> day of June, 2003, personally appeared WAYNE L. SMITH, II to me known personally, and who, being by me duly sworn, deposes and says that he is the CHAIRMAN of Laclede Chain Manufacturing Company, a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said WAYNE L. SMITH, II acknowledged said instrument to be the free act and deed of said corporation.

Joan M. Dodson  
Notary Public

My commission expires:

JOAN M. DODSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: July 11, 2003

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19<sup>th</sup> day of June, 2003, personally appeared JOHN D. HAFFENDEFFER to me known personally, and who, being by me duly sworn, deposes and says that he is the SENIOR VICE PRES. of Southwest Bank of St. Louis, a Missouri banking corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said JOHN D. HAFFENDEFFER acknowledged said instrument to be the free act and deed of said corporation.

Joan M. Dodson  
Notary Public

My commission expires:

JOAN M. DODSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: July 11, 2003



STATE OF MISSOURI     )  
   ) SS  
 City OF ST. LOUIS     )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19<sup>th</sup> day of June, 2003, personally appeared David Allen to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Southwest Bank of St. Louis, a Missouri banking corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said David Allen acknowledged said instrument to be the free act and deed of said corporation.

Joyce Holmes  
 Notary Public

My commission expires:

10-31-05

**JOYCE HOLMES**  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 St. Charles County  
 My Commission Expires: October 31, 2005

**SCHEDULE A**

This constitutes Schedule A to the Patent Collateral Assignment dated as of June 19~~72~~, 2003, by and between Laclede Chain Manufacturing Company and Southwest Bank of St. Louis.

<b>Application or Patent No.</b>	<b>Country</b>	<b>Issue or Filing Date</b>	<b>Expiration Date</b>	<b>Title</b>
4,615,368	United States	10-7-1986	10-30-2004	APPARATUS FOR DETACHABLY FASTENING LATERAL CABLE IN TIRE CHAIN
86653	Canada	8-30-1998	5-21-2009	LATCHING S HOOK (industrial design) (Second Version)
12391	Mexico	12-15-1998	12-15-2013	LATCHING S HOOK (design registration) (Second Version)
D444,052	United States	5-26-2001	6-26-2015	LATCHING S HOOK (Second Version)
6,230,375	United States	5/26/2001	7-23-2019	LATCHING S HOOK
86652	Canada	5-21-1999	5-21-2009	LATCHING S HOOK (industrial design) (First Version)

11531	Mexico	7-5-2000	12-4-2013	LATCHING S HOOK (design registration) (First Version)
D407,300	United States	3-30-1999	3-30-2013	LATCHING "S" HOOK (First Version)
D386,868	United States	11-25-1997	11-25-2011	MOBIL CART FOR CHAIN CUTTER
D332,217	United States	1-5-1993	1-5-2007	CHAIN SHIPPING AND DISPENSING CONTAINER
2,278,958	Canada	7-23-1999 (filing date)	Pending	Latching S Hook

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that **LACLEDE CHAIN MANUFACTURING COMPANY** ("*Assignor*") pursuant to a Patent Collateral Assignment of even date herewith (the "*Assignment*"), hereby appoints and constitutes **SOUTHWEST BANK OF ST. LOUIS**, a banking institution organized under the laws of the State of Missouri with an office at 13205 Manchester Road, St. Louis, Missouri 63131 ("*Bank*"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the patents listed on Schedule A of the Assignment, and including those patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to the Assignment and may not be revoked until the payment in full of all Liabilities as defined in the Assignment.

**LACLEDE CHAIN MANUFACTURING COMPANY**

By: Wayne L. Smith II  
 Name: Wayne L. Smith II  
 Its: Chairman

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19<sup>th</sup> day of June, 2003, personally appeared WAYNE L. SMITH II to me known personally, and who, being by me duly sworn, deposes and says that he is the CHAIRMAN of Laclede Chain Manufacturing Company, a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Joan M. Dodson  
Notary Public

My commission expires:

JOAN M. DODSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: July 11, 2003