

03-19-2003

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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):

Sofanou, Inc.

3-17-03

2. Name and address of receiving party(ies)

Name: Fifth Third Bank

Internal Address: Suite 1500

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Street Address: 1000 Town Center

City: Southfield State: MI Zip: 48075

Execution Date: 09/30/2003

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) 09/0176926, 09/19063
and PCT/US99/26840

B. Patent No. (s) 4701345

Additional numbers attached? ☐ Yes ☒ No

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

Name: John C. Blattner, Esq.

Internal Address: Butzel Long, Suite 300

Street Address: 350 S. Main Street

City: Ann Arbor State: MI Zip: 48103

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

12-2136

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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

John C. Blattner, Esq.

Name of Person Signing

Signature

02/26/2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/19/2003 LNUELLER 00000002 122136 4701345

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PATENT
REEL: 013845 FRAME: 0794

PATENT SECURITY AGREEMENT

(PATENTS AND PATENT APPLICATIONS)

WHEREAS, Sofanou Inc., a Michigan corporation (herein referred to as "Grantor") owns the Patent Collateral (as defined below);

WHEREAS, Grantor, the Guarantors (as defined in the Credit Agreement (as defined below)), and Fifth Third Bank (Eastern Michigan), a Michigan banking corporation (herein referred to as "Lender") are parties to a Credit Agreement dated as of September 30, 2002 (as the same may be amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 2002 (as such agreement may be amended from time to time, the "Security Agreement") among Grantor, the Guarantors, and Lender, Grantor has granted to Lender a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (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 Lender, to secure the Secured Obligations, 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 now owned or existing or hereafter acquired or arising:

(i) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any patent or patent application owned by Grantor, including, without limitation, any patent or patent application referred to in Schedule 1 hereto.


Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Lender's discretion, so long as any Default or Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Patent Collateral 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.

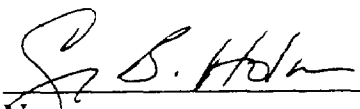
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of September 30, 2002.

SOFANOU INC.

By: 
Name:
Title:

Acknowledged:

Fifth Third Bank (Eastern Michigan)

By: 
Name:
Title: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, NANCY M. PASSALACQUA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that GLENN D. ERNST,
_____, of Sofanou Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30th day of September, 2002.

[Seal]

Nancy M. Passalacqua
Signature of Notary Public NANCY M. PASSALACQUA
NOTARY PUBLIC WAYNE CO., MI
My Commission Expires: ~~MY COMMISSION EXPIRES JUNE 9, 2004~~

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

Name	Description	Date	Registration Numbers
Sofanou Inc.	Process for Applying Polymeric Coating and Resultant Coated Articles	October 20, 1987	Patent 4701345
Sofanou Inc.	Coated Articles	October 20, 1998	Application 09/0176926
Sofanou Inc.	Pigmented Articles with UV Curable Coating	November 12, 1998	Application 09/190636
Sofanou Inc.	Pigmented Articles with UV Curable Coatings	November 22, 1999	Application 99/0026840 (PCT/US99/26840)