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U.S. DEPARTMENT OF COMMERCE  
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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):

Duke Manufacturing Co.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

12/30/2002

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: 12th Floor

Street Address: 800 Market Street

City: St. Louis State: MO Zip: 63101

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) 10/266,428

10/317,746, 09/672,677 60/394,841

B. Patent No.(s) 4,306,616

5,199,600; 5,069,273; 5,309,726

Additional numbers attached? ☒ Yes ☐ No

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

Name: Daniel A. Crowe

Internal Address: Bryan Cave LLP

Street Address: 211 N. Broadway, Suite 3600

One Metropolitan Square

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 25

7. Total fee (37 CFR 3.41).....\$ 1000.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

02-4467

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9. Signature.

04/04/2003 3 GTDN11 00000157 024467 10266428

01 FC:8001 1000.00 CH

Daniel A. Crowe

Name of Person Signing

Signature

March 28, 2003

Date

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

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

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013913 FRAME: 0271

## SCHEDULE A

### PATENTS

U.S. Patent No. 4,306,616, issued on December 22, 1981, entitled "Refrigerated Shelf For A Food Display Counter"

U.S. Patent No. 5,199,600, issued on April 6, 1993, entitled "Dispenser For Stackable Articles"

U.S. Patent No. 5,069,273, issued on December 3, 1991, entitled "Food Server"

U.S. Patent No. 5,309,726, issued on May 10, 1994, entitled "Air Handler With Evaporative Air Cooler"

U.S. Patent No. 5,163,536, issued on November 17, 1992, entitled "Modular Foodservice Equipment"

U.S. Patent No. 4,226,325, issued on October 7, 1980, entitled "Conveyor Lubricating and Washing Apparatus"

U.S. Patent No. 4,782,665, issued on November 8, 1988, entitled "Frosted Condiment Holder"

U.S. Patent No. 4,856,579, issued on August 15, 1989, entitled "Hot and Cold Frostop for Food and Salad Bar"

U.S. Patent No. 4,870,835, issued on October 3, 1989, entitled "Refrigerated Container"

U.S. Patent No. 6,175,099, issued on January 16, 2001, entitled "Holding or Cooking Oven"

U.S. Patent No. 6,262,394, issued on July 17, 2001, entitled "Holding or Cooking Oven"

U.S. Patent No. 6,257,010, issued on July 10, 2001, entitled "Merchandiser for Warm and Cold Foods"

U.S. Patent No. D 442,393, issued on May 22, 2001, entitled "Food Merchandiser"

U.S. Patent No. D 458,059, issued on June 4, 2002, entitled "Multiple Food Service Units"

U.S. Patent No. D 457,361, issued on May 21, 2002, entitled "Multiple Food Service Units"

U.S. Patent No. D 457,016, issued on May 14, 2002, entitled "Single Foodservice Unit"

U.S. Patent No. D 461,073, issued on August 6, 2002, entitled "Single Foodservice Unit"

U.S. Patent No. D 457,362, issued on May 21, 2002, entitled "Single Foodservice Unit"

U.S. Patent No. D 457,020, issued on May 14, 2002, entitled "Single Foodservice Unit"

PATENT APPLICATIONS

U.S. Patent Application Ser. No. 10/266,428, filed on October 8, 2002, entitled "Food Serving Bar"

U.S. Patent Application Ser. No. 10/317,746, filed on December 12, 2002, entitled "Food Serving Bar"

U.S. Patent Application Ser. No. 09/672,677, filed on September 28, 2000, entitled "Foodservice System"

U.S. Patent Application Ser. No. 60/394,841, filed on July 10, 2002, entitled "Holding or Cooking Oven"

U.S. Patent Application Ser. No. 09/906,866, filed on July 17, 2001, entitled "Holding or Cooking Oven"

U.S. Patent Application Ser. No. 60/390,931, filed on June 24, 2002, entitled "Hot/Cold Product Merchandiser"

## ***GRANT OF SECURITY INTEREST IN PATENTS***

WHEREAS, DUKE MANUFACTURING CO., a Missouri corporation (the "Grantor"), having its principal offices at 2305 N. Broadway, St. Louis, Missouri, 63102, is the owner of all right, title and interest in and to the patents and patent applications set forth on Schedule A attached hereto ("Patents");

WHEREAS, BANK OF AMERICA, N.A., a national banking association, having an office at 800 Market Street, 12th Floor, St. Louis, Missouri, 63101 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Patents; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Patents;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Second Amended and Restated Loan and Security Agreement, dated as of December 30, 2002, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a first security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's worldwide rights, title and interest in and to the Patents including any and all reissues, reexaminations, extensions and supplementary protection certificates thereof, and all patent applications, including any provisional, divisional, continuation, continuing, reissue, and/or continuation-in part patent applications; (ii) all Proceeds (as such term is defined in the Security Agreement); and (iii) any and all causes of action, past, present and future, for infringement of the Patents.

This Grant of Security Interest in Patents is made to secure the satisfactory performance and payment of all the Secured Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest in Patents has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Patents are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Patents as of the 30<sup>th</sup> day of December, 2002.

**BORROWER / GRANTOR:**

**DUKE MANUFACTURING CO.**

a Missouri corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER / GRANTEE:**

**BANK OF AMERICA, N.A.**

a national banking association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_