

04-18-2003

Form PTO-1595
(Rev. 10/02)

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

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4-15-03 RECORDAT
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DEPARTMENT OF COMMERCE
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):

Contech Technologies, Inc.

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

3. Nature of conveyance:

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

Execution Date: March 24, 2003

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, LLCInternal Address: 6th FloorStreet Address: 1735 Market StreetCity: Philadelphia State: PA Zip: 19103Additional 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) 6524722Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher M. Turk, EsquireInternal Address: Blank Rome LLPStreet Address: One Logan SquareCity: Philadelphia State: PA Zip: 191036. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire

Name of Person Signing

Signature

April 10, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

04/17/2003 ECDOPER 00000114 022555 6524722

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PATENT
 REEL: 013957 FRAME: 0848

Supplement to Patent Security Agreement

This Supplement to Patent Security Agreement ("Supplement"), dated MARCH 24, 2003, is entered into by **Contech Technologies, Inc., a Delaware corporation** ("Pledgor"), with an address of 4444 West 78th Street, Minneapolis, Minnesota 55435, and delivered to LaSalle Business Credit, LLC (as successor by merger to LaSalle Business Credit, Inc.), as agent for Standard Federal Bank National Association, as Agent ("Agent"), with an address of 1735 Market Street, 6th Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Second and Restated Loan and Security Agreement, dated December 15, 2000, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), and LaSalle Bank National Association (as successor to Mellon Bank, N.A.), as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified from time to time, ("Loan Agreement"), and that certain Patent Security Agreement, dated May 16, 2002, by and between Pledgor and Agent on behalf of Lenders and Issuing Bank, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Patent Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Patent Security Agreement.

B. Pursuant to the Loan Agreement and the Patent Security Agreement, Pledgor granted to Agent a lien on and security interest in certain assets of Pledgor associated with or relating to services or products sold under Pledgor's Patent Collateral (as defined therein).

C. Pledgor has adopted, used and/or is using (i) certain additional Letters Patent and the inventions described and claimed therein set forth on Schedule A-1 hereto (hereinafter referred to collectively as the "Additional Patents"); (ii) applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A-1 hereto and any Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "Additional Applications"). In conjunction with the Additional Patents and Additional Applications, Pledgor may use and/or adopt any reissues, extensions, divisions or continuations of the Additional Patents or Additional Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "Additional Reissued Patents"); and may be entitled to future royalties or other fees paid or payments made to Pledgor in respect of the Additional Patents (hereinafter referred to collectively as the "Additional Royalties"), (the Additional Patents, Additional Applications, Additional Reissued Patents and Additional Royalties being herein referred to collectively as the "Additional Patent Rights").

D. Pledgor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent's lien on and security interest in the Additional Patent Rights and all of Pledgor's additional right, title, interest, claims and demands that Pledgor has or may have in profits and damages for past and future infringements of the Additional Patent Rights (such rights, interest, claims and demand being herein called the "Additional Claims") (the Additional Patent Rights and Additional Claims are collectively herein referred to as the "Additional Patent Collateral"), as more fully set forth in the Patent Security Agreement and for recording in the United States Patent and Trademark Office and/or The Patent Office of Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and interest in and to the Additional Patent Collateral.

2. Pledgor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Patent Collateral granted hereby are more fully set forth in the Loan Agreement and the Patent Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Patent Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Patent Agreement (and Schedule A to Exhibit 2 of the Patent Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Patent Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

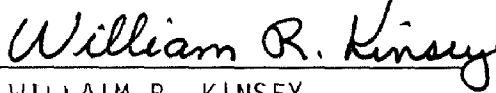
IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

CONTECH TECHNOLOGIES, INC.

By: 

Name: RICHARD J. CASERTA

Title: VICE PRESIDENT AND CFO

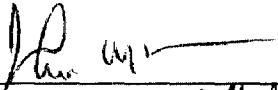
Attest: 

Name: WILLIAM R. KINSEY

Title: RISK MANAGEMENT CONSULTANT

Approved and accepted:

LaSalle Business Credit, LLC, (as successor by merger to LaSalle Business Credit, Inc.), as agent for Standard Federal Bank National Association, as Agent on behalf of Lenders and Issuing Bank

By: 

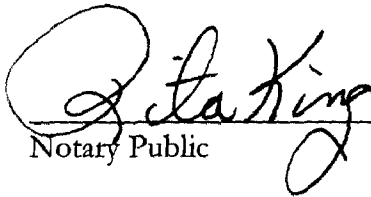
Name: John W. Duffly

Title: First Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF OHIO : SS
COUNTY OF BUTLER :

On this 24th day of MARCH, 2003, before me personally appeared RICHARD J. CASERTA, who being duly sworn, deposes and says that he/~~she~~^{XX} is the ~~VICE PRESIDENT & CEO~~ of Contech Technologies, Inc., the corporation described in the foregoing document, that he/~~she~~ in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/~~she~~ is the person whose name and signature is subscribed to the foregoing document.


Notary Public

RITA KING
Notary Public, State of Ohio
My Commission Expires July 24, 2004

SCHEDULE A-1

Patents

PENDING PATENT APPLICATIONS			
Patent	Application Number	Filing Date	Country

REGISTERED PATENTS			
Patent	Registration Number	Registration Date	Country
CORRUGATED STRUCTURAL METAL PLATE	6,524,722	02-25-03	UNITED STATES