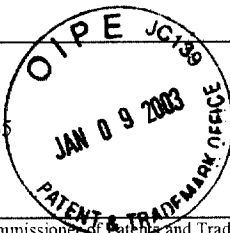


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05-27-2003

FORM PTO-1565

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102456840

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WILLINGER BROS., INC.

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

2. Name and address of receiving party(ies):

THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT
BRANCH, as administrative agent

Internal Address: Wiesenaus 43

60323 Frankfurt am Main

Germany

3. Nature of conveyance:

Assignment

Merger

* Security Agreement

Change of Name

Other

Street Address: _____

City: _____ State: _____ ZIP: _____

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

Execution Date: December 17, 2002

4. Application number(s) or patent number(s): SEE ATTACHMENT I

If this document is being filed together with a new application, the execution date of the application is: _____

Application Numbers:

Registration Numbers:

SEE ATTACHMENT I

SEE ATTACHMENT I

Additional numbers attached? * Yes ☐ No ☒

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 65

46

7. Total fee (37 CFR 3.41) \$1,840.00

* Enclosed (Check No 2139)

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

01/14/2003 DBYRNE 00000025 4512885

01 FC10021 Statement and signature.

1840.00 DP

Robert E. Rude II
Name of Person Signing

KSK II
Signature

January 9, 2003
Date

Total number of pages including cover sheet, attachments and documents : 8

Patents

Issued Patents

Title	Owner	Registration No.	Registration Date	Country
AQUARIUM FILTER ASSEMBLY	WILLINGER BROS., INC.	4512885	23AP1985	United States
AQUARIUM FILTER ASSEMBLY	WILLINGER BROS., INC.	4602996	29JL1986	United States
AQUARIUM AERATING DEVICE (AIR STONE)	WILLINGER BROS., INC.	4532037	30JL1985	United States
REMOVABLE POWER PACK PUMP ASSEMBLY	WILLINGER BROS., INC.	4589982	20MY1986	United States
BIOLOGICAL FILTRATION PLANTS	WILLINGER BROS., INC.	4699829	13OC1987	United States
FILTER CARTRIDGE WITH REUSEABLE FRAMEWORK	WILLINGER BROS., INC.	4880549	14NO1989	United States
FILTER CARTRIDGE WITH REUSEABLE FRAMEWORK	WILLINGER BROS., INC.	5053125	01OC1991	United States
FILTER CARTRIDGE WITH REUSEABLE FRAMEWORK	WILLINGER BROS., INC.	4783258	08NO1988	United States
EXTERNAL AQUARIUM FILTER	WILLINGER BROS., INC.	4895646	23JA1990	United States
AQUARIUM WATER TREATMENT MODULE	WILLINGER BROS., INC.	4714547	22DE1987	United States
POWER UNIT FOR AQUARIUM FILTER ASSEMBLY	WILLINGER BROS., INC.	4735715	05AP1988	United States
SELF PRIMING AQUARIUM FILTER (WHISPER)	WILLINGER BROS., INC.	4761227	02AU1988	United States
AQUARIUM AIR PUMP	WILLINGER BROS., INC.	5052904	01OC1991	United States
AQUARIUM FILTER	WILLINGER BROS., INC.	4842727	27JE1989	United States
AQUARIUM FILTER CARTRIDGE	WILLINGER BROS., INC.	DES307626	01MY1990	United States
ROTOR IMPELLER ASSEMBLY (MOLDED MAGNET)	WILLINGER BROS., INC.	4861468	29AU1989	United States
INSIDE FILTER FOR AQUARIUMS (ROUND CORNER FILTER)	WILLINGER BROS., INC.	4753723	28JE1988	United States
INSIDE FILTER FOR AQUARIUMS (ROUND CORNER FILTER)	WILLINGER BROS., INC.	4842726	27JE1989	United States
VENT VALVE OF AN AIR PUMP (PUMP)	WILLINGER BROS., INC.	4886093	12DE1989	United States
UNIVERSAL CLAMP FOR AQUARIUM TANK (PIN CLAMP)	WILLINGER BROS., INC.	4907772	13MR1990	United States
WHISPER C FILTER	WILLINGER BROS., INC.	DES317966	02JL1991	United States
HEATER AND THERMOSTAT UNIT	WILLINGER BROS., INC.	4975562	04DE1990	United States
FILTER CARTRIDGE FOR AN UNDERGRAVEL AQUARIUM FILTER	WILLINGER BROS., INC.	4894151	16JA1990	United States
FLOWMETER FOR INSERTION IN AQUARIUM FILTER FLOW TUBE	WILLINGER BROS., INC.	4934187	19JE1990	United States
AQUARIUM POWER FILTER	WILLINGER BROS., INC.	5228986	20JL1993	United States

Title	Owner	Registration No.	Registration Date	Country
AQUARIUM POWER FILTER	WILLINGER BROS., INC.	5238367	24AU1993	United States
AQUARIUM FILTER ASSEMBLY WITH RESTRICTED PUMPING WINDOW	WILLINGER BROS., INC.	4997559	05MR1991	United States
CLAMP FOR ATTACHING AN AQUARIUM POWER HEAD	WILLINGER BROS., INC.	5290157	01MR1994	United States
AQUARIUM POWER HEAD WITH INTEGRAL MUFFLER	WILLINGER BROS., INC.	5137433	11AU1992	United States
AQUARIUM POWER HEAD WITH INTEGRAL MUFFLER	WILLINGER BROS., INC.	5282727	01FE1994	United States
AIR STONE	WILLINGER BROS., INC.	5034165	23JL1991	United States
AQUARIUM FILTER SYSTEM	WILLINGER BROS., INC.	4622148	11NO1986	United States
AEROBIC AQUARIUM FILTER CHAMBER	WILLINGER BROS., INC.	5176824	05JA1993	United States
AIR PUMP	WILLINGER BROS., INC.	DES338018	03AU1993	United States
FILTER FLOW INDICATOR	WILLINGER BROS., INC.	5246571	21SE1993	United States
AQUARIUM FILTER	WILLINGER BROS., INC.	DES355701	21FE1995	United States
FLOATING IMPELLER ASSEMBLY	WILLINGER BROS., INC.	5282961	01FE1994	United States
STICK-ON AQUARIUM THERMOMETERS AND THE LIKE	WILLINGER BROS., INC.	5304003	19AP1994	United States

Pending Patent Applications

Title	Owner	Application No.	Application Date	Country
AQUARIUM WATER TREATMENT MODULE	WILLINGER BROS., INC.	801797	02DE1991	United States
AQUARIUM WATER TREATMENT MODULE	WILLINGER BROS., INC.	349277	09MY1989	United States
GANG VALVE	WILLINGER BROS., INC.	882491	13MY1992	United States
AEROBIC SUPPORT MEDIUM FOR AN AQUARIUM FILTER	WILLINGER BROS., INC.	08/073756	08JE1993	United States
AQUARIUM WATER TREATMENT MODULE	WILLINGER BROS., INC.	801797	02DE1991	United States
AQUARIUM WATER TREATMENT MODULE	WILLINGER BROS., INC.	349277	09MY1989	United States
GANG VALVE	WILLINGER BROS., INC.	882491	13MY1992	United States
AEROBIC SUPPORT MEDIUM FOR AN AQUARIUM FILTER	WILLINGER BROS., INC.	08/073756	08JE1993	United States

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2002, is made between WILLINGER BROS., INC., a Delaware corporation (the "Grantor"), and THE ROYAL BANK OF SCOTLAND PLC, FRANKFURT BRANCH, as security agent for the Senior Finance Parties and the Mezzanine Finance Parties pursuant to the Security Trust Agreement (defined below) (together with any successor(s) and assign(s) thereto in such capacity, the "Security Agent");

W I T N E S S E T H :

WHEREAS, pursuant to the U.S.\$40,000,000 and euro 102,500,000 senior credit facilities agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Senior Credit Facilities Agreement"), dated the date hereof, among ORLA Zweiunddreißigste Vermögensverwaltung GmbH (the "Parent"), the Senior Borrowers, the Senior Guarantors, the Senior Banks, The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, facility agent and security agent thereunder (the "Senior Agent"), the Senior Banks have extended Senior Commitments to make extensions of credit (including the making of Letters of Credit) to the Senior Borrowers (such extensions of credit being hereafter collectively referred to as the "Senior Credit Extensions");

WHEREAS, pursuant to the euro 30,000,000 mezzanine credit facility agreement (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring of the facilities (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed), the "Mezzanine Credit Facility Agreement" and together with the Senior Credit Facilities Agreement, the "Credit Facilities Agreements"), dated the date hereof, among the Parent, Tetra Holdco GmbH & Co. KG (the "Mezzanine Borrower"), the Mezzanine Guarantors, the Mezzanine Lenders and The Royal Bank of Scotland PLC, Frankfurt Branch, as arranger, facility agent and security agent thereunder (the "Mezzanine Agent"), the Mezzanine Lenders have extended Mezzanine Commitments to make extensions of credit to the Mezzanine Borrower (such extensions of credit being hereafter collectively referred to as the "Mezzanine Credit Extensions" and, together with the Senior Credit Extensions, the "Credit Extensions");

WHEREAS, pursuant to a Security Trust Agreement, dated as of the date hereof, by and among the Obligors party thereto, the Security Agent, the Facility Agent, the Mezzanine Agent, the Senior Banks and the Mezzanine Lenders, the Security Agent has agreed to act as security agent for the Senior Finance Parties and the Mezzanine Finance Parties;

WHEREAS, in connection with the Credit Facilities Agreements, the Grantor has executed and delivered a Security Agreement, dated as of December 17, 2002 as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"; and

WHEREAS, pursuant to the terms of each Credit Facilities Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Liabilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce (i) the Senior Banks to make Senior Credit Extensions under the Senior Credit Facilities Agreement, (ii) the Mezzanine Lenders to make Mezzanine Credit Extensions under the Mezzanine Credit Facility Agreement, and (iii) the Banks and/or their affiliates to enter into Hedging Agreements, the Grantor agrees, for the benefit of each Finance Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Security Agent, and grant to the Security Agent a security interest in, for its benefit and the benefit of each Finance Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Attachment 1 attached hereto, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the

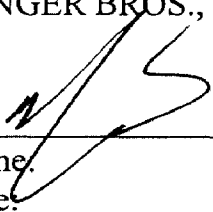
benefit of each Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: 
Name: _____
Title: _____

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

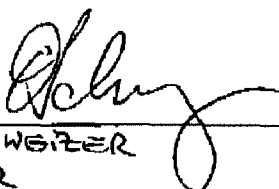
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILLINGER BROS., INC.

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
FRANKFURT BRANCH,
as Security Agent

By:  _____
Name: DAN SCHWEIZER
Title: DIRECTOR

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