

<div>Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings</div>		<div>RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b></div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): A-1 COMPONENTS CORP., a Delaware corporation</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies) Name: PNC BANK, NATIONAL ASSOCIATION Internal Address:  Street Address: 5200 Town Center Circle, Suite 302 City: Boca Raton State: FL Zip: 33486 Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 10/29/2003</div>					
<div>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) See attached Sched. A to Rider to Security Agreement Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gary S. Singer, Esq. Internal Address:  Street Address: Mombach, Boyle &amp; Hardin, P.A. 500 E. Broward Blvd., Suite 1950 City: Fort Lauderdale State: FL Zip: 33394</div>		<div>6. Total number of applications and patents involved: 13 7. Total fee (37 CFR 3.41).....\$ 520.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number:</div>			
DO NOT USE THIS SPACE					
<div>9. Signature. Gary S. Singer 11/04/03 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 8</div>					

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

OP \$620.00 10623938

# **SCHEDULE A TO RIDER TO SECURITY AGREEMENT - PATENTS**

## **SCHEDULE OF CURRENT PATENTS**

Patent No.	Country	Owner	Grant Date	Patent
6,116,274	U.S.	A-1 Components Corporation	9/12/2000	Sight Glass with Check Valve and Filter
5,455,469	U.S.	A-1 Components Corporation	10/3/1995	Comparator Controlled Delay-on Break Devices
5,353,831	U.S.	A-1 Components Corporation	10/11/1994	Tube-Piercing Clamp on Valve Assembly
D365,107	U.S.	A-1 Components Corporation	12/12/95	Vacuum Pump
D383,443	U.S.	A-1 Components Corporation	9/9/1997	Electronic Component Mount
D384,334	U.S.	A-1 Components Corporation	9/30/1997	Electronic Component Mount
D384,355	U.S.	A-1 Components Corporation	9/30/1997	Electronic Component Mount

## **SCHEDULE OF PENDING PATENT APPLICATIONS**

Application No.	Country	Owner	Filing Date	Patent
10/623,938	U.S.	A-1 Components Corporation	7/18/2003	Air Temperature Control Assembly For Infrared Remote
10/463,869	U.S.	A-1 Components Corporation	6/17/2003	Cylindrical Seal For Refrigerant Tube Connector
09/924,690	U.S.	A-1 Components Corporation	8/8/2001	Relay Contact Monitoring Device

## **SCHEDULE OF INVENTIONS DISCLOSURES**

Docket No.	Country	Owner	Inventor	Patent
10679	U.S.	A-1 Components Corporation	Neranjana	24VAC Power Stealing Electronic Thermostat
10380	U.S.	A-1 Components Corporation	Neranjana	Infrared Remote Wall Thermostat
10681	U.S.	A-1 Components Corporation	Neranjana Cacula Chies	Auto System Changeover

## Rider to Security Agreement – Patents



**THIS RIDER TO SECURITY AGREEMENT ("Rider")** is executed as of the 31<sup>st</sup> day of October, 2003, by **A-1 COMPONENTS CORP.**, a Delaware corporation (the "**Grantor**") with an address at 625 West 18<sup>th</sup> Street, Hialeah, Florida 33010, and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), as Agent for the Lenders, with an address at 5200 Town Center Circle, Suite 302, Boca Raton, Florida 33486.

This Rider is incorporated into and made part of that certain Revolving Credit and Security Agreement ("**Security Agreement**") by the Grantor, the various financial institutions named therein or which hereafter become a party thereto (each individually, a "**Lender**", and collectively, "**Lenders**") and the Bank, as a Lender, and as agent for the Lenders, dated as of October 31, 2003, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Bank, as Agent for the Lenders, the Patent Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Bank a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the "**Applications**"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and royalties and proceeds being herein referred to collectively as the "**Patent Rights**"); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and

demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral").

2. **Representations and Warranties.** The Grantor warrants and represents to the Bank that: (a) the Grantor is the true and lawful, exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. **Covenants.** The Grantor further covenants to the Bank that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. **Maintenance of Patent Collateral.** The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Bank's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. **Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of the Bank.

6. **Exclusive Use of Patents.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Patents including licenses thereof, and the Bank shall have no right to use the Patents or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patents to anyone else.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or

agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Patent Collateral to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

**8. Prosecution of Patent Applications.** (a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Bank. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Bank.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and 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 costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Bank.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Bank may, at the Bank's option, be joined as a nominal party to such suit if the Bank shall be satisfied that such joinder is necessary and that the Bank is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

9. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Patent Collateral.

12. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider 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, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and prior to demand for payment shall bear interest at the Contract Rate, provided that from and after the time that demand for payment is made the same shall bear interest at the Default Rate.

13. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.

14. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed

counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

(Corporation, Partnership or other Entity)



Print Name: MORRIS K. WITHERS

Title: Asst. Secretary  
(Include title only if an officer of entity signing to the right)

A-1 COMPONENTS CORP., a Delaware corporation

By: 

Print Name: John R. Lowden

Title: Chairman and C.E.O.

(Corporate Seal)

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:   
Jean El. Page, Vice President (SEAL)

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29th day of October, 2003 by John R. Lowden, as Chairman and C.E.O. of and on behalf of A-1 COMPONENTS CORP., a Delaware corporation, who ☐ is personally known to me or ☐ produced his driver's license as identification.



Typed/Printed Name:

Notary Public-State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Commission No. \_\_\_\_\_

No. 24-4504159

Qualified in Kings County

Commission Expires Dec. 31, 2003

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2003 by Jean E. Page, as Vice President of and on behalf of PNC BANK, NATIONAL ASSOCIATION, who is personally known to me or who has produced a Florida driver's license as identification.

Dora Lee Edwards

Typed/Printed Name:

Notary Public-State of

My Commission Expires **DORA LEE EDWARDS**

Commission Number **No. 24-4504159**

Notary Public, State of New York  
Qualified in Kings County  
Commission Expires Dec. 31, 2003