

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID#
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☒ **Security Agreement**
- ☐ **License** ☐ **Change of Name**
- ☐ **Merger** ☐ **Other**
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- ☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

- ☐ **Mark if additional names of conveying parties attached**
- Name (line 1)** **Execution Date**
Month Day Year
- Name (line 2)**

Second Party

- Name (line 1)** **Execution Date**
Month Day Year
- Name (line 2)**

Receiving Party

- ☐ **Mark if additional names of receiving parties attached**

- Name (line 1)** ☐ **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**
- Name (line 2)**
- Address (line 1)**
- Address (line 2)**
- Address (line 3)**
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

- Name**
- Address (line 1)**
- Address (line 2)**
- Address (line 3)**
- Address (line 4)**

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Mail documents to be recorded with required cover sheet(s) Information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 014128 FRAME: 0888

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FORM PTO-1619B

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U.S. Department of Commerce
Patent and Trademark Office

PATENT

Correspondent Name and Address

Area Code and Telephone Number

412-562-1637

Name Michael L. Dever

Address (line 1) Buchanan Ingersoll, P.C.

Address (line 2) 301 Grant Street, 20th Floor

Address (line 3) Pittsburgh, PA 15219

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

19

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

See attached
Schedule A

Patent Number(s)

See attached
Schedule AIf this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

48

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1,920.00

Method of Payment:
Deposit AccountEnclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-4553

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

*To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.*

Michael L. Dever

Name of Person Signing

Signature

Date

PATENT

REEL: 014128 FRAME: 0889

SCHEDULE A

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 ½ yr	7 ½ yr	11 ½ yr
1099	THE CLUB SHIELD	541463	10/10/1995	5755123	05/26/1998	5/26/2001 11/26/2001	5/26/2005 11/26/05	5/26/2009 11/26/09
1099-1	STEERING WHEEL PROTECTION DEVICE	783435	01/16/1997	5735149	04/07/1998	4/7/2001 10/7/2001	4/7/2005 10/7/2005	4/7/2009 10/7/2009
1099-2	STEERING WHEEL PROTECTION DEVICE	928998	09/12/1997	5836186	11/17/1998	11/17/2001 5/17/2002	11/17/2005 5/17/2006	11/17/2009 5/17/2010
12348	CABLE LOCK	09/467491	12/20/1999	6609399	08/26/2003	8/26/2006 02/26/2007	08/26/2010 02/26/2011	08/26/2014 02/26/2015
12543	ANTI-THEFT DEVICE FOR VEHICLES	09/506884	02/18/2000	6202456	03/20/2001	3/20/2004 9/20/2004	3/20/2008 9/20/2008	3/20/2012 9/20/2012
12779	LOCKING RATCHET FOR A LASHING MECHANISM	09/713055	11/16/2000	6524041 B1	02/25/2003	02/25/2006 08/25/2006	02/25/2010 08/25/2010	02/25/2014 08/25/2014
13221	VEHICLE STEERING WHEEL AND AIR BAG ANTI-THEFT LOCKING APPARATUS	976369	11/21/1997	5778709	07/14/1998	7/14/2001 1/14/2002	7/14/2005 1/14/2006	7/14/2009 1/14/2010
1406DES	LOCK	61022	10/15/1996	D391142	02/24/1998	ALL FEES PAID		
1406DES-1	BIKE CLUB DESIGN	074889	08/04/1997	D398830	09/29/1998			
1522	EMERGENCY COMMUNICATION SYSTEM FOR ATMS	901222	07/24/1997	6055438	04/25/2000	4/25/2003 10/25/2003	4/27/2007 10/27/2007	4/27/2011 10/27/2011
1607	VEHICLE ANTI-THEFT SYSTEM WITH TAMPERING INDICATOR	863345	05/27/1997					
1724	STEERING WHEEL PROTECTION DEVICE (CIP OF JW-9972)	926787	09/10/1997	5855128	01/05/1999	1/2/2002 7/5/2002	1/5/2006 7/5/2006	1/5/2010 7/5/2010
1815	STEERING WHEEL & AIR BAG PROTECTION DEVICE	017287	02/02/1998	5996721	12/07/1999	12/7/2002 6/7/2003	12/7/2006 6/7/2007	12/7/2010 6/7/2011

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REEL: 014128 FRAME: 0890

SCHEDULE A

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 ½ yr	7 ½ yr	11 ½ yr
7029	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	564702	12/23/1983	4958084	09/18/1990	9/18/1993 3/18/1994	9/18/1997 3/18/1998	9/18/2001 3/18/2002
7029-1	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	572684	08/27/1990	5132551	07/21/1992	7/21/1995 1/21/1996	7/21/1999 1/21/2000	7/31/2003 1/21/2004
7029-2	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	813596	12/26/1991	5184023	02/02/1993	2/2/1996 8/2/1996	2/2/2000 8/2/2000	2/2/2004 8/2/2004
7029-3	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	008305	01/25/1993	5287006	02/15/1994	2/15/1997 8/15/1997	2/15/2001 8/15/2001	2/15/2005 8/15/2005
7029-4	SELF-CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	195936	02/14/1994	5397925	03/14/1995	3/14/1998 9/14/1998	3/14/2002 9/14/2002	3/14/2006 9/14/2007
7305-1	AUTOMOBILE STEERING LOCK	015596	02/17/1987	4738127	04/19/1988	ALL FEES PAID		
7305-2	AUTOMOBILE STEERING LOCK	112375	10/26/1987	4856308	08/15/1989	ALL FEES PAID		
7957	VEHICULAR STEERING WHEEL LOCK	287105	12/20/1988	4935047	06/19/1990	6/19/1993 12/19/1993	6/19/1997 12/19/1997	6/19/2001 12/19/2001
7957-1	STEERING WHEEL LOCK	478411	02/12/1990	6240753	06/05/2001	6/5/2004 12/5/2004	6/5/2008 12/5/2008	6/5/2012 12/5/2012
7957-2	VEHICULAR STEERING WHEEL LOCK	627975	12/17/1990	6223568	04/03/2001	4/3/2004 10/3/2004	4/3/2008 10/3/2008	4/3/2012 10/3/2012
7957-4	VEHICULAR STEERING WHEEL LOCK	942576	10/01/1997	5865044	02/02/1999	2/2/2002 8/2/2002	2/2/2006 8/2/2006	2/2/2011 8/2/2011
7957-5	VEHICULAR STEERING WHEEL LOCK	09/494459	01/31/2000	6223569	05/01/2001	5/1/2004 11/1/2004	5/1/2008 11/1/2008	5/1/2012 11/1/2012
7957-6	STEERING WHEEL LOCK	09/519369	03/06/2000	6230527	05/15/2001	5/15/2004 11/15/2004	5/15/2008 11/15/2008	5/15/2012 11/15/2012

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SCHEDULE A

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 ½ yr	7 ½ yr	11 ½ yr
7957-7	VEHICULAR STEERING WHEEL LOCK	09/728387	12/04/2000					
7977	STEERING WHEEL ANTI THEFT DEVICE	330051	03/29/1989	4961331	10/09/1990	10/9/1993 4/9/1994	10/9/1997 4/9/1998	10/9/2001 4/9/2002
8633	GENESIS II	096427	07/26/1993	5449957	09/12/1995	9/12/1998 3/12/1999	9/12/2002 3/12/2003	9/12/2006 3/12/2007
8849	ELECTRONIC ALARM FOR AVOIDING COLLISION WITH ANIMALS IN A NON-DESTRUCTIVE MANNER	919248	07/27/1992	5278537	01/11/1994	1/11/1997 7/11/1997	1/11/2001 7/11/2001	1/11/2005 7/11/2005
8998	REMOTE CONTROL ANTI-THEFT DEVICE	078831	06/21/1993	5412963	05/09/1995	5/9/1989 11/9/1998	5/9/2002 11/9/2002	5/9/2006 11/9/2006
9057	REMINDER CLUB	007270	01/21/1993	5365215	11/15/1994	11/15/1997 5/15/1998	11/15/2001 5/15/2002	11/15/2005 5/15/2006
9058	MECHANICAL HOOD LOCK	008504	01/25/1993	5369970	12/06/1994	12/6/1997 6/6/1998	12/6/2001 6/6/2002	12/6/2005 6/6/2006
9080	ANTI-THEFT DEVICE FOR MOTOR VEHICLES	014560	02/08/1993	5604384	02/18/1997	2/18/2000 8/18/2000	2/18/2004 8/18/2004	2/18/2008 8/18/2008
9192	IMPROVED DOORSTEP	064876	05/24/1993	5383254	01/24/1995	1/24/1998 7/24/1998	1/24/2002 7/24/2002	1/24/2006 7/24/2006
9390	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	322478	10/17/1994	5635899	06/03/1997	6/3/2000 12/3/2000	6/7/2004 12/3/2004	6/3/2008 12/3/2008
9390-1	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	633121	04/16/1996	5673575	10/07/1997	10/7/2000 6/7/2001	10/7/2004 4/7/2005	10/7/2008 4/7/2009
9391-1	VEHICLE ANTI-THEFT SYSTEM	534836	09/27/1995	5600979	02/11/1997	2/11/2000 8/11/2000	2/11/2004 8/11/2004	2/11/2008 8/11/2008
9485-1	VEHICLE ACCESSORY	566688	12/04/1995	5598142	01/28/1997	1/28/2000	1/28/2004	1/28/2008

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SCHEDULE A

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 ½ yr	7 ½ yr	11 ½ yr
	PROTECTION SYSTEM					7/28/2000	7/28/2004	7/28/2008
9591	PROTECTIVE CANNISTER	337753	11/14/1994	5531344	07/02/1996	7/2/1999 1/2/2000	7/2/2003 1/2/2004	7/2/2007 1/2/2008
9643	DOORSTOP	858495	03/27/1992	5454143	10/03/1995	10/3/1998 4/3/1999	10/3/2002 4/3/2003	10/3/2006 4/3/2007
9880	MECHANICAL DOOR STOP	456479	06/01/1995	5590928	01/07/1997	1/7/2000 7/7/2000	1/7/2004 7/7/2004	1/7/2008 7/7/2008
9953	ANTI-THEFT DEVICE FOR MOTOR VEHICLES (CIP OF IW-9080)	512065	08/07/1995	6400042	06/04/2002	06/04/2005 12/04/2005	06/04/2009 12/04/2009	06/04/2013 12/04/2013
9963DES	STEERING WHEEL COVER	43381	08/28/1995	D372418	08/06/1996	One time allowable fee paid		
9963DES-1	STEERING WHEEL GUARD	052865	04/10/1996	D383372	09/09/1997	One time allowable fee paid		
9975RE	REEXAMINATION OF SMITH 5,349,329	003980	09/14/1995	B1 5349329	09/10/1996	9/10/1999 3/10/2000	9/10/2003 3/10/2004	9/10/2007 3/10/2008
20000	VEHICLE ANTI-THEFT SYSTEM (SPIDER CLUB) Provisional #1	60/389,659	05/14/2002					
20012	VEHICLE ANTI-THEFT SYSTEM (Spider Club) Provisional #2	60/389,070	06/14/2002					

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REEL: 014128 FRAME: 0893

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of November 12, 2003 is entered into by and among **WINNER INTERNATIONAL, INC.**, a Florida corporation, and **WINNER INTERNATIONAL ROYALTY LLC**, a Delaware limited liability company (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among the Pledgor Winner International, Inc., as Borrower (the "Borrower"), the Lenders and the Agent (all as defined in the Loan Agreement), Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of any Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of any Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Notes or any of the Other

Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of Borrower with respect to any one or more Letters of Credit issued by Agent or any Lender; and (iii) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Notes, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. (a) If, before the Debt shall have been indefeasibly satisfied in full and the commitments to make Revolving Advances and all Letters of Credit have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

(b) If, before the Debt shall have been indefeasibly satisfied in full and the commitments to make Revolving Advances and all Letters of Credit have terminated, any Pledgor shall use any trademark with respect to which such Pledgor has filed an "intent to use" with the United States Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any such trademarks and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgors may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the

Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement 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, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Pledgors shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Pledgors shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between Pledgors and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, PA, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notices] of the Loan Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure

of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

WINNER INTERNATIONAL, INC.


By: Charles R. Miller
Name: Charles R. Miller
Title: Treasurer and Chief Financial Officer

WINNER INTERNATIONAL ROYALTY LLC

By: Charles R. Miller
Name: Charles R. Miller
Title: Chief Financial Officer

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Agent**

By: 
Name: Gregory A. Steve
Title: Senior Vice President

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.

SCHEDULE A

CLIENT	DOCKET NO.	SERIAL NO.	FILE DATE	COUNTRY	REG. NO.	REG. DATE	5-6 yr	10 yr	TRADEMARK
JW	12380 CL12	760917	07/26/1999	U.S.	2465054	07/03/2001	7/3/2006	7/3/2011	WI WINNER INTERNATIONAL (LOGO)
JW	12380 CL6	1394733	12/22/2001	U.S.	2391424	10/03/2000	10/3/2005	10/3/2010	WI WINNER INTERNATIONAL (LOGO)
JW	12451	799250	09/15/1999	U.S.	2375245	08/08/2000	8/8/2005	8/8/2010	EXITE (LOGO)
JW	12497	804748	09/22/1999	U.S.	2553423	3/26/2002	3/26/07	3/26/2012	#1 SAFETY AND SECURITY PRODUCTS (LOGO)
JW	12545	864959	12/06/1999	U.S.	2396001	10/17/2000	10/17/2005	10/17/2010	SAFETY STREET USA (LOGO)
JW	12585	827017	10/20/1999	U.S.	2636050	10/15/2002	10/15/2008	10/15/2012	BUHL MANSION
JW	12649	874905	12/20/1999	U.S.	2489124	9/11/2001	9/11/2006	9/11/2010	DONNA'S DINER
JW	12721 CL35	76/193639	01/16/2001	U.S.	2646874	11/05/2002	11/05/2007	11/05/2012	THECLUB.COM
JW	12721 CL42	009108	03/24/2000	U.S.	2753513	08/19/2003	8/19/2008	8/19/2013	THECLUB.COM
JW	12781	068592	06/12/2000	U.S.	2467787	07/10/2001	7/10/2006	7/10/2011	THE CLUB SECURITY SERIES
JW	12924	127598	09/14/2000	U.S.	2664119	12/17/2002	12/17/2008	12/17/2012	CLICK IT CLUB
JW	12925	127597	09/14/2000	U.S.	2626162	09/24/2002	09/24/2008	09/24/2012	CLICK IT CLUB (LOGO)
JW	12930	127596	09/14/2000	U.S.	2705138	04/08/2003	04/08/2009	04/08/2019	BE ORIGINAL GET THE ORIGINAL

PATENT

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SCHEDULE A

CLIENT	DOCKET NO.	SERIAL NO.	FILE DATE	COUNTRY	REG. NO.	REG. DATE	5-6 yr	10 yr	TRADEMARK
JW	1300	186917	10/24/1996	U.S.	2145486	03/17/1998 3/17/2003	3/17/2003	3/17/2008	MEGA CLUB PATENT
JW	13012	168516	11/20/2000	U.S.	2687184	02/11/2003	02/11/2009	02/11/2019	DR. HOOK
JW	13013	168949	11/20/2000	U.S.	2646816	11/05/2002	11/05/2007	11/05/2012	QUAD LOCK SYSTEM
JW	13220	073609	03/15/1996	U.S.	2124278	12/23/1997	12/23/2002	12/23/2007	DR. HOOK PLUS
JW	1471 CL1	230384	01/23/1997	U.S.	2130455	01/20/1998	1/20/2003	1/20/2008	W (LOGO)
JW	1471 CL12	234771	02/03/1997	U.S.	2123907	12/23/1997	12/23/2002	12/23/2007	W (LOGO)
JW	1471 CL9	230383	01/23/1997	U.S.	2161593	06/02/1998	6/2/2003	6/2/2008	W (LOGO)
JW	1541 CL12	248885	02/27/1997	U.S.	2535144	2/05/2002	2/05/2007	2/05/2012	STEERING WHEEL LOCK (LOGO)
JW	1541 CL6	75/248571	02/27/1997	U.S.				PEN	STEERING WHEEL LOCK (LOGO)
JW	1541 CL9	248560	02/27/1997	U.S.	2273291	08/31/1999	8/31/2004	8/31/2009	STEERING WHEEL LOCK (LOGO)
JW	1602	260249	03/19/1997	U.S.	2235648	03/30/1999	3/30/2004	3/30/2009	THREE DIMENSIONAL DEVICE
JW	1868	403729	12/11/1997	U.S.	2228038	03/02/1999	3/2/2004	3/22/2009	WINNER STEEL SERVICES
JW	1869	403917	12/11/1997	U.S.	2230443	03/09/1999	3/9/2004	3/9/2009	WSS
JW	1909	457742	03/27/1998	U.S.	2398353	10/24/2000	10/24/2005	10/24/2010	THE CLUB SECURITY SERIES (LOGO)

SCHEDULE A

CLIENT	DOCKET NO.	SERIAL NO.	FILE DATE	COUNTRY	REG. NO.	REG. DATE	5-6 yr	10 yr	TRADEMARK
JW	1929	420643	01/20/1998	U.S.	2298832	12/02/1999	12/2/2004	12/2/2009	THE CLUB #1 POLICE RECOMMENDED (LOGO)
JW	1945	438713	02/23/1998	U.S.	2228564	03/02/1999	3/2/2004	3/2/2009	WINNER STEEL
JW	1949	432333	02/11/1998	U.S.	2293532	11/16/1999	11/16/2004	11/16/2009	WINNER DESTINATIONS
JW	2165	533126	08/10/1998	U.S.	2294315	11/23/1999	11/23/2004	11/23/2009	WINNER INTERNATIONAL
JW	2227	568908	10/13/1998	U.S.	2766999	09/23/2003	09/23/2008	09/23/2013	THE ALARM CLUB
JW	7402-1	435569	09/15/1993	U.S.	1872404	01/10/1995	1/10/2000	1/10/2005	THE CLUB
JW	7402-2	411606	12/29/1997	U.S.	2298813	12/07/1999	12/7/2004	12/7/2009	THE CLUB
JW	7402-3	75/808204	9/27/1999	U.S.	2762075	9-9-2003	9/9/2008	9/9/2013	THE CLUB
JW	8059	805354	06/18/1989	U.S.	1577674	01/16/1990	1/16/1995	1/16/2000	SUPER CLUB
JW	9074	265150	04/13/1992	U.S.	1829175	04/05/1994	4/5/1999	4/5/2004	POLICE SAY "USE IT"
JW	9106	359093	02/16/1993	U.S.	1791096	08/31/1993	8/31/1998	8/31/2003	AMERICA'S FAVORITE
JW	9285	345597	01/04/1993	U.S.	1899572	06/13/1995	6/13/2000	6/13/2005	DOOR CLUB
JW	9288 CL12	345599	01/04/1993	U.S.	1834565	05/03/1994	5/3/1999	5/3/2004	CLUB
JW	9288 CL6	121330	06/03/1996	U.S.	2113031	11/11/1997	11/11/2002	11/11/2007	CLUB
JW	9312	345592	01/04/1993	U.S.	1790293	08/31/1993	8/31/1998	8/31/2003	ULTRA TRUCK CLUB
JW	9320	345591	01/04/1995	U.S.	1792512	09/14/1993	9/14/1998	9/14/2003	ULTRA CLUB
JW	9327	312167		U.S.	1861384	11/01/1994	11/1/1999	11/1/2004	ECONO CLUB
JW	9328-2	643369	03/07/1995	U.S.	1999256	09/10/1996	9/10/2001	9/10/2006	TRUCK CLUB

SCHEDULE A

CLIENT	DOCKET NO.	SERIAL NO.	FILE DATE	COUNTRY	REG. NO.	REG. DATE	5-6 yr	10 yr	TRADEMARK
JW	9407	499525	03/14/1994	U.S.	1920828	09/19/1995	9/19/2000	9/19/2005	BIKE CLUB
JW	9726	562453	08/18/1994	U.S.	2006763	10/08/1996	10/8/2001	10/8/2006	BLIND SPOT
JW	9801	345594	01/04/1993	U.S.	1991487	08/06/1996	8/6/2001	8/6/2006	PREMIER CLUB
JW	9813	605588	11/21/1994	U.S.	2207381	12/01/1998	12/1/2003	12/1/2008	THE CLAMP
JW	9841-2 CL12	45393	01/18/1996	U.S.	2000144	09/10/1996	9/10/2001	9/10/2006	WINNER
JW	9841-2 CL6	41231	01/11/1996	U.S.	2020932	12/03/1996	12/3/2001	12/3/2006	WINNER
JWS	12629	75/896458	01/13/2000	U.S.				PEN	WINNER TITE KOTE
JWS	12634	882291	12/29/99	U.S.	2669619	12-31-2002	12-31-2007	12-31-2012	WS WINNER STEEL, INC. (LOGO)
JWS	12635	882292	11/2/99/99	U.S.	2771982	10/07/2003	10/07/2008	10/07/2013	WS WINNER STEEL, INC. (LOGO)
JWA	1592	248573	02/27/97	U.S.	2697994	03/18/03	03/18/2008	03/18/2013	PROP CLUB
JW	20002	78/130799	05/23/2002	U.S.	2696888	03/11/2003	03/11/2008	03/11/2013	REFRESHING
JW	20003	78/130795	05/23/2002	U.S.	2696887	03/11/2003	03/11/2008	03/11/2013	REFRESH
JW	20004	78/130788	05/23/2002	U.S.	2696886	03/11/2003	03/11/2008	03/11/2013	REFRESHABLE
JW	20021	78/193851	12/12/2002	U.S.	2739376	07/15/2003	07/15/2009	07/15/2019	FRESH
JW	20022	78/193867	12/12/2002	U.S.	2771863	10/07/2003	10/07/2008	10/07/2013	FRESHTRONIC
JW	20024	78/206811	1/24/2003	U.S.					SECURITY WORLD.COM

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SCHEDULE A

CLIENT	DOCKET NO.	SERIAL NO.	FILE DATE	COUNTRY	REG. NO.	REG. DATE	5-6 yr	10 yr	TRADEMARK
		74/249561	02/25/1992	U.S.	1749365	01/26/1993	01/26/1999	01/26/2003	SAFE ENTRY
		74/249562	02/25/1992	U.S.	1780833	07/06/1993	07/06/1999	07/06/2003	EAGLE
		74/358981	02/16/1993	U.S.	1797521	10/12/1993	10/12/1999	10/12/2003	IF THEY CAN'T STEER IT, THEY CAN'T STEAL IT
		74/643360	03/07/1995	U.S.	1999256	09/10/1996	09/10/2002	09/10/2006	TRUCK CLUB
		74/733450	09/25/1995	U.S.	2067875	06/03/1997	06/03/2003	06/03/2007	THE SHIELD
		74/733451	09/25/1995	U.S.	2051573	04/08/1997	04/08/2003	04/08/2007	CLUB SHIELD
		75/168400	09/19/1996	U.S.	2263930	07/27/1999	07/27/2005	07/27/2009	COMMUNITY CARWATCH
		75/168401	09/19/1996	U.S.	2218068	01/19/1999	01/19/2005	01/19/2009	COMMUNITY CARWATCH
		75/168725	09/19/1996	U.S.	2135075	02/03/1998	02/03/2004	02/03/2008	MOTORCYCLE CLUB
		75/234759	02/03/1997	U.S.	2164749	06/09/1998	06/09/2004	06/09/2008	THE SPORT CLUB
		75/238282	02/07/1997	U.S.	2168699	06/23/1998	06/23/2004	06/23/2008	THE COVER
		75/253244	03/07/1997	U.S.	2215262	12/29/1998	12/29/2004	12/29/2008	THE 18-WHEELER CLUB
		75/253284	03/07/1997	U.S.	2196576	10/13/1998	10/13/2004	10/13/2008	THE DESIGNER CLUB
		75/315305	06/26/1997	U.S.	2261476	07/13/1999	07/13/2005	07/13/2009	KIDS CLUB
		75/352228	09/05/1997	U.S.	2381917	08/29/2000	08/29/2006	08/29/2010	UTILITY LOCK COMPACT
		75/482063	05/08/1998	U.S.	2265871	07/27/1999	07/27/2005	07/27/2009	PEDAL LOCK
		75/623770	01/19/1999	U.S.	2445296	04/17/2001	04/17/2007	04/17/2011	AUTOMOTIVE SECURITY SERIES
		75/718,550	06/01/1999	U.S.	2474229	07/31/2001	07/31/2007	07/31/2011	EXITE
		75/760917	07/26/1999	U.S.	2465504	07/03/2001	07/03/2007	07/03/2011	W1 WINNER INTERNATIONAL
		75/800449	10/12/1999	U.S.	2553415	03/26/2002	03/26/2008	03/26/2012	FUTURERX.COM
		76/083665	07/03/2000	U.S.	2477854	08/14/2001	08/14/2007	08/14/2011	THE CLUB SECURITY SERIES
		76/193639	01/16/2001	U.S.	2646764	11/05/2002	11/05/2008	11/05/2012	THE CLUB.COM
		78/176546	10/21/2002	U.S.					DESIGN ONLY

**Buchanan Ingersoll
Professional Corporation**One Oxford Center, 20th Floor
301 Grant Street
Pittsburgh, PA 15219-1410**Fax Number**Oxford Centre, 20th Floor: (412) 562-1041
441 Smithfield St.: (412) 391-0661

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Page 2

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Patent and Trademark Office
PATENT**Correspondent Name and Address**Area Code and Telephone Number **412-562-1637**Name **Michael L. Dever**Address (line 1) **Buchanan Ingersoll, P.C.**Address (line 2) **301 Grant Street, 20th Floor**Address (line 3) **Pittsburgh, PA 15219**

Address (line 4)

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Patent Application Number(s)See attached
Schedule A**Patent Number(s)**See attached
Schedule A

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)Enter PCT application number
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Deposit AccountEnclosed ☐ Deposit Account ☒

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Deposit Account Number:

02-4553

Authorization to charge additional fees:

Yes ☒ No ☐**Statement and Signature***To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.***Michael L. Dever**

Name of Person Signing

Signature

Date

PATENT

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