

Form PTO-1595

(Rev. 10/02)

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

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REC

08-08-2003



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Brittany Corporation

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

Name: GCG SBIC Investors, LP

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

Street Address: 225 West Washington Street

Suite 2600

City: Chicago State: IL Zip: 60606

Execution Date: 7/28/03

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) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

see attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

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

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## 6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41).....\$ 600.00

☐

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

8/6/03

Date

Total number of pages including cover sheet, attachments, and documents: 16

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

08/08/2003 6TON11 00000048 6747098

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600.00 DP

PATENT  
REEL: 014351 FRAME: 0139

Item 1 continued:  
Additional conveying parties

Duffy Holding, Inc.  
Duffy Tool & Stamping, Ltd.  
Duffy Tool & Stamping International Inc.  
Sovereign Tool & Engineering, Ltd.  
Bettcher Manufacturing, LLC  
Great Lakes Castings Corporation  
Stanhope Products Company  
Robinson-Ransbottom Pottery Company  
The Payne Investment Company

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

Trademark

<b>Reg. No.</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Issued Date</b>
2144733	CROWN DESIGN		3/17/98
2639361	ROBINSON RANSBOTTOM		10/22/02
30278	CROWN DESIGN (Canadian Registration)		1/31/22
76/347,211	ACCU-WELD	12/10/01	
76/315,496	MICRO-GAUGED	9/20/01	
2,523,383	LIP LOCK		12/25/01
2,592,399	FLOW DRY		7/9/02
1,840,180	SP AND DESIGN		6/21/94

Patents

<b>Patent No.</b>	<b>Patent</b>	<b>Issued Date</b>
6,747,098	Integrated condenser-receiver desiccant bag and associated filter cap	11/5/02
6,395,074	Desiccant bag with integrated filter and method of making same	5/28/02
6,155,072	Snap on desiccant bag	12/5/00
6,083,305	Snap on desiccant bag	7/4/00
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5,914,456	Adsorbent packet for air conditioning accumulators	6/22/99
5,837,039	Adsorbent packet for air conditioning accumulators	11/17/98
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5,716,432	Desiccant container	2/14/98

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5,522,204	Desiccant container	6/4/96
5,022,902	Adsorbent package that is resistant to high temperature	6/11/91

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Copyrights

Reg. No.	Title	Issued. Date
TXu-607-607	Autogauger program	11/15/93

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of July 28, 2003 is entered into by and between BRITTANY CORPORATION ("Brittany") , DUFFY HOLDING, INC., DUFFY TOOL & STAMPING, LTD., DUFFY TOOL & STAMPING INTERNATIONAL INC., SOVEREIGN TOOL & ENGINEERING, LTD., BETTCHER MANUFACTURING, LLC, GREAT LAKES CASTINGS CORPORATION, STANHOPE PRODUCTS COMPANY, ROBINSON-RANSBOTTOM POTTERY COMPANY and THE PAYNE INVESTMENT COMPANY (each a "Pledgor" and collectively the "Pledgors"), and GCG SBIC INVESTORS, LP, a Delaware limited partnership (together with its successors and registered assigns, "Greyrock").

WHEREAS, pursuant to that certain Note and Warrant Purchase and Security Agreement (as may hereafter be amended, restated, modified or supplemented from time to time, the "Note and Warrant Agreement") of even date herewith, each Pledgor as a borrower thereunder wishes to sell to Greyrock, and Greyrock wishes to purchase from the Pledgors, a Note in the original principal amount of \$7,500,000 together with Warrants representing five percent (5%) of the common stock of Brittany and each Pledgor has agreed, among other things, to grant a security interest to Greyrock in certain patents, trademarks, copyrights and other property as security for the Note, Warrants 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 Note and Warrant 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 Illinois 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 copyrights, whether now owned or hereafter acquired by any 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 each and every Pledgor to Greyrock, or any of its Affiliates under the Note and Warrant Agreement or any of the Transaction Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to Greyrock or its Affiliates, now existing or hereafter incurred under the Note and Warrant Agreement, the Note, the Warrants or any of the Transaction 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 the 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 (ii) any sums advanced by Greyrock or which may otherwise become due pursuant to the provisions of the Note and Warrant Agreement, the Note, the Warrant, this Agreement, or any Transaction Documents or pursuant to any other document or instrument at any time delivered to Greyrock in connection therewith, including any 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 Transaction 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 Greyrock 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; and

(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 Greyrock;

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

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Note and Warrant 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 Greyrock's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without Greyrock's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full, any Pledgor shall own any new trademarks or any new copyrightable or patentable 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 Pledgor shall give to Greyrock prompt notice thereof in writing. Each Pledgor and Greyrock agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Subject to the provisions of the Subordination and Intercreditor Agreement by and between Greyrock and PNC Bank, National Association, of even date herewith if the same is still in effect (the "Subordination Agreement"), Greyrock shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Note and Warrant 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, Greyrock may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Greyrock shall designate by notice to the Pledgor, in Chicago, Illinois or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor 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 Greyrock, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor 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, Greyrock 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. Subject to the provisions of the Subordination Agreement, if any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Greyrock to make, constitute and appoint any officer or agent of Greyrock 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 Greyrock 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 Greyrock 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) Greyrock herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) Greyrock herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of Greyrock. Greyrock hereby accepts this power of attorney and all powers granted hereunder.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt, this Agreement shall terminate and Greyrock 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 Greyrock pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Greyrock 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 Greyrock, 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 Note and Warrant Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Greyrock, 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, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor 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 (if commercially reasonable in the reasonable judgment of such Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Greyrock, 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 and/or maintaining 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 or maintain its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Greyrock, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Greyrock, if necessary, as a party to such suit so long as Greyrock 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 Greyrock for all damages, costs and expenses, including reasonable legal fees, incurred by Greyrock as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Greyrock, nor any failure to exercise nor any delay in exercising, on the part of Greyrock, any right, power or privilege hereunder or under the Note and Warrant Agreement or Transaction 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 Greyrock's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Note and Warrant 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 each Pledgor may not 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 Illinois without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Illinois State or Federal Court sitting in Chicago, Illinois, 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 Illinois 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 Greyrock of the signature pages hereof purporting to be signed on behalf of any 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 11 of the Note and Warrant Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of Greyrock hereunder and under the Transaction Documents, because Greyrock's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to Greyrock'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 Greyrock its attorney-in-fact, and (v) to enforce Greyrock'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.

BRITTANY CORPORATION

By: James C. Boldt  
Name: James C. Boldt  
Title: Executive Vice President

BETTCHER MANUFACTURING, LLC

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

DUFFY HOLDING, INC.

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

GREAT LAKES CASTINGS  
CORPORATION

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

DUFFY TOOL & STAMPING, LTD.

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

STANHOPE PRODUCTS COMPANY

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

DUFFY TOOL & STAMPING  
INTERNATIONAL INC.

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

ROBINSON-RANSBOTTOM POTTERY  
COMPANY

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer

SOVEREIGN TOOL & ENGINEERING,  
LTD.

By: James C. Boldt  
Name: James C. Boldt  
Title: Treasurer


THE PAYNE INVESTMENT COMPANY

By: James C. Boldt  
Name: James C. Boldt  
Title: Vice President

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

GCG SBIC INVESTORS, LP

By: GCG SBIC GENERAL PARTNER  
CORPORATION

By:   
Name: Tracy A. Perkins  
Title: Senior Vice President

Address: 225 West Washington Street  
Suite 2600  
Chicago, Illinois 60606

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

Trademark

<b>Reg. No.</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Issued Date</b>
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5,685,087	Fluid flow adsorbent container	11/11/97
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Copyrights

<b>Reg. No.</b>	<b>Title</b>	<b>Issued. Date</b>
TXu-607-607	Autogauger program	11/15/93

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

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

None.

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