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RECOR



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

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

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

1. Name of conveying party(ies):

IP Holdings LLC

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

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company

Internal Address: Rodney Square North

Street Address: 1100 North Market Street

City: Wilmington State: DE Zip: 19890

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

3. Nature of conveyance:

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

Execution Date: 04/05/2004

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) D460852

Additional numbers attached? Yes No

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

Name: Allison M. Villafane

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019-6099

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

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9. Signature.

Allison M. Villafane

Name of Person Signing

Allison M. Villafane
Signature

April 9, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/13/2004 6TON11 00000003 232405 D460852

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PATENT
REEL: 015190 FRAME: 0932

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement (this "Agreement") is made between IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Grantor") and Wilmington Trust Company, a Delaware banking corporation having a place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 ("Secured Party");

WHEREAS, Grantor is the owner of U.S. Patent No.D460,852 (the "Patent"); and

WHEREAS, Grantor is obligated to Secured Party under the terms of a certain Amended and Restated Indenture, dated as of April 1, 2004, between Grantor and Secured Party (the "Amended and Restated Indenture"), which amends and restates in its entirety the Indenture, dated as of August 20, 2002, by and between the Grantor and the Secured Party;

WHEREAS, this Agreement amends and restates in its entirety the Patent Security Agreement, dated as of August 20, 2002, by and between the Grantor and the Secured Party, and recorded in the U.S. Patent and Trademark Office on August 8, 2002, at Reel 013211, Frame 0878.

NOW THEREFORE, pursuant to the Amended and Restated Indenture and in order to induce the Secured Party to enter into the Amended and Restated Indenture, Grantor does hereby grant Secured Party a security interest in all Grantor's right, title and interest in and to: (i) the Patent; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

Grantor does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Patent made and granted hereby are more fully set forth in the Amended and Restated Indenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Amended and Restated Indenture.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee (the "Trustee"), in the exercise of the powers and authority conferred and vested in it under the Amended and Restated Indenture, (b) each of the representations, undertakings and agreements herein made on the part of the Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Assets and (c) under no circumstances shall Wilmington Trust Company be personally liable for

the payment of any indebtedness or expenses of the Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee under this Agreement or the other related documents.

[Signature page follows]

