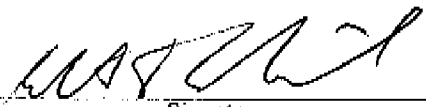


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Kronos Products, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Harris Trust and Savings Bank Internal Address: Street Address: 111 West Monroe Street City: Chicago State: IL Zip: 60603 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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: November 19, 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). D314887 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert J. Schneider Internal Address: Chapman and Cutler LLP Street Address: 111 West Monroe Street City: Chicago State: IL ZIP: 60603		6. Total number of applications and patents involved: <input type="text" value="1"/> 7. Total fee (37 CFR 3.41) ... \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-0305 (Attach duplicate copy of this page if paying by deposit account) Attorney Docket No. 1600592			
DO NOT USE THIS SPACE					
9. Signature: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> Robert J. Schneider Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> November 29, 2004 Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/> </div>					

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, DC 20231

PATENT

REEL: 015409 FRAME: 0330

700134291

CH \$40.00 600305 D314887

PATENT COLLATERAL AGREEMENT

This 19th day of November, 2004, KRONOS PRODUCTS, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 4501 West District Boulevard, Chicago, Illinois 60632, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*") and grants to the Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A together with the right to sue for and collect said damages;

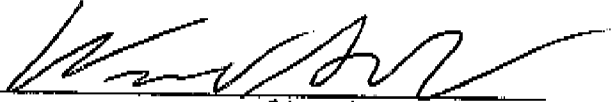
to secure performance of all Obligations (as such term is defined in the Security Agreement defined below) of Debtor and the other debtors as set out in that certain Amended and Restated Security Agreement bearing even date herewith by and among Debtor, the other debtors party thereto, and the Secured Party (the Amended and Restated Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS PRODUCTS, INC.

By 
Name William V. CLASTRIS, JR.
Title CHAIRMAN AND VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK

By _____
Name: Jean R. Elie
Title: Vice President

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS PRODUCTS, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By Jean R. Elie
Name: Jean R. Elie
Title: Vice President

SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT

U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS

Reg. No.	Title of Patent	Date Issued	Date Express
US D314887	Pita Sandwich Holder	2/26/91	2/26/05