

10-08-2004

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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

STAR MANUFACTURING INTERNATIONAL INC.

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

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal Address: Suite 4400

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

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

Execution Date: 09/30/2004

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) 10/284609;

10/426274

B. Patent No.(s) 6,782,802;

6,707,015; 812,890

Additional numbers attached? ☐ Yes ☒ No

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

Name:

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address:

City: State: Zip:

## 6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

☒

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

10/08/2004 6T0H11 00000031 10284609

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200.00 OP

Penelope S. Johnson

Name of Person Signing

Signature

10/05/2004

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 015851 FRAME: 0473

# PATENT SECURITY AGREEMENT

Dated: September 30, 2004

**WHEREAS**, STAR MANUFACTURING INTERNATIONAL, INC., a Delaware corporation ("**Grantor**"), owns the Patents, Patent registrations and Patent applications (as defined in the Security Agreement described below) listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Star International Holdings, Inc., a Delaware corporation ("**Star**"), has entered into an Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Star Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Star Credit Agreement (collectively, the "**Star Lenders**") and the New Star Credit Agreement (as defined below), and as a Star Lender, providing for extensions of credit and other financial accommodations to be made to Star by the Star Lenders; and

**WHEREAS**, New Star International Holdings, Inc., a Delaware corporation ("**New Star**"), has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**New Star Credit Agreement**"), with Agent for the benefit of all financial institutions that from time to time become lenders under the New Star Credit Agreement (collectively, the "**New Star Lenders**"; together with the Star Lenders, the "**Lenders**") and the Star Credit Agreement, and as a New Star Lender, providing for extensions of credit and other financial accommodations to be made to New Star by the New Star Lenders; and

**WHEREAS**, Grantor is a Subsidiary of Star and, as such, will derive substantial benefit and advantage from the financial accommodations available to Star and New Star set forth in the Star Credit Agreement and New Star Credit Agreement, including the loans and advances made to Star and New Star thereunder, and it will be to Grantor's direct interest and economic benefit to assist Star and New Star in procuring such financing accommodations from the Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 13, 2003, as amended and reaffirmed by that certain Master Reaffirmation and Amendment Agreement dated as of the date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among Grantor, each other "**Debtor**" from time to time party thereto and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "**Patents**" (as such term is defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement); and

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**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, divisions, continuations, renewals, extensions or continuations in part thereof) and Patent applications referred to in **Schedule 1** annexed hereto, and all of the inventions and improvements described and claimed in each Patent, Patent registration and Patent application together with all patentable inventions;
- (2) each Patent license, including, without limitation, each Patent license listed on **Schedule 1** annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration, including, without limitation, the Patents and any Patent registrations referred to in **Schedule 1** annexed hereto, and any Patent licensed under any Patent license listed on **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern and control. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**STAR MANUFACTURING  
INTERNATIONAL, INC.,**  
a Delaware corporation

By: Frank Ricchio  
Name: FRANK RICCHIO  
Title: PRESIDENT - CEO

*Acknowledged and accepted as of the year  
and date first written above:*

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

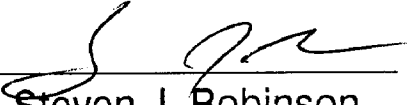
**IN WITNESS WHEREOF**, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**STAR MANUFACTURING  
INTERNATIONAL, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Acknowledged and accepted as of the year  
and date first written above:*

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:  \_\_\_\_\_  
Name: Steven J. Robinson  
Title: Director

**SCHEDULE 1 to Patent Security Agreement**

**1. PATENTS**

<b><u>PATENT</u></b>	<b><u>U.S. PATENT NUMBER</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>RELATED FOREIGN PATENTS</u></b>
Roller Grill Assembly	6,782,802	08.31.04	
Heating System for Roller Grill	6,707,015	03.06.04	
Roller Grill O-Ring Installation Tool	812,890	07.25.01	

**2. PATENT APPLICATIONS**

<b><u>HOLDER</u></b>	<b><u>PATENT</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
Star Manufacturing International, Inc.	Roller Grill Divider	10/284609	10.31.02
Star Manufacturing International, Inc.	Electronic Toaster	10/426274	04.30.03

**3. PATENT LICENSES**

None