

12-07-2004

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Norwood Promotional Products, Inc., Norwood Operating Company, LLC, Renaissance Publishing Company, LLC, Advertising Unlimited, LLC, The McCleery-Cumming Company, LLC

Execution Date(s) 08/16/04

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal Address: Suite 3400

Street Address: One South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

29180917 29194357 60516083 29190740

B. Patent No.(s)

D434900 D440765 D442368 D450088 D451548 D474649
D471009 D478623 D472431 5551592 D323530 D325395
4443833 4926300 D488675

Additional numbers attached? ☐ Yes ☒ No

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

Name:

Internal Address:

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

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and patents involved:

19

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 760.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

12/03/04

Date

Nancy Brougher

Name of Person Signing

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

5

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS, dated as of August 16, 2004, from **NORWOOD PROMOTIONAL PRODUCTS, INC.**, a Delaware corporation ("**NPPI**"), and each of the direct and indirect subsidiaries of NPPI listed on the signature pages hereto (collectively the "Grantors"), to **BANK OF AMERICA, N.A.**, as a Lender and Agent for the Lenders or other financial institutions party to that certain Loan and Security Agreement ("Loan Agreement") of even date herewith, as amended from time to time (the "Grantee"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, Grantors are the owners of all right, title and interest in, to and under the patents and patent applications set forth on Schedule A attached hereto ("Patents");

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of Grantors' right, title and interest in and to the Patents; and

WHEREAS, Grantors are willing to grant to Grantee a security interest in and lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, Grantors hereby grant to Grantee a first security interest in, and a lien upon, all of Grantors' right, title and interest in and to the Patents including, without limitation, the inventions and improvements described and/or claimed therein together with any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

This Grant of Security Interest in Patents is made to secure the satisfactory performance and payment of the Obligations of the Grantors and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest in Patents has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Grant of Security Interest in Patents are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Security Interest in Patents to be duly executed and delivered as of the day and year first above written.

GRANTORS:

**NORWOOD PROMOTIONAL PRODUCTS, INC.
NORWOOD OPERATING COMPANY, LLC
RENAISSANCE PUBLISHING COMPANY, LLC
ADVERTISING UNLIMITED, LLC
THE MCCLEERY-CUMMING COMPANY, LLC**

By: 

Name: Thomas B. Roller

Title: President

PATENTS

CURRENT OWNER	INVENTION TITLE	PATENT NO.	SERIAL NO.	STATUS
Norwood Promotional Products, Inc.	WHEELED DUFFLE	D434900	29/112926	GRANTED
Norwood Promotional Products, Inc.	DUFFLE BAG	D440765	29/112927	GRANTED
Norwood Promotional Products, Inc.	BRIEF BAG	D442368	29/112887	GRANTED
Norwood Promotional Products, Inc.	WRITING INSTRUMENT	D450088	137988	GRANTED
Norwood Promotional Products, Inc.	WRITING INSTRUMENT	D451548	138028	GRANTED
Norwood Promotional Products, Inc.	DUAL COMPARTMENT INSULATION BAG	D474649	29/159847	GRANTED
Norwood Promotional Products, Inc.	CD WALLET DESIGN	D471009	29/161734	GRANTED
Norwood Promotional Products, Inc.	NOTEPAD FOLDER DESIGN	D478623	29/161767	GRANTED
Norwood Promotional Products, Inc.	SINGLE COMPARTMENT INSULATED BAG	D472431	29/159846	GRANTED
Norwood Operating Company	BEVERAGE HOLDER	5,551,592	08/437324	GRANTED
Norwood Operating Company	WRITING INSTRUMENT CLIP	D323530	07/451036	GRANTED
Norwood Operating Company	PAPER CLIP CONTAINER FOR SIMILAR ARTICLE	D325395	07/533664	GRANTED
Norwood Operating Company	FLASHLIGHT	4,443,833	06/473080	GRANTED

CURRENT OWNER	INVENTION TITLE	PATENT NO.	SERIAL NO.	STATUS
Norwood Operating Company	DISPOSABLE FLASHLIGHT WITH IMPROVED ACTIVATOR FIELD OF THE INVENTION	4,926,300	07/322655	GRANTED
INVENTOR – Assignment required	WALKING TOY FIGURE		29/180917	ALLOWED
INVENTOR – Assignment required	TOTE BAG		29/194357	ALLOWED
INVENTOR – Assignment required	FOLDABLE TOTE BAG		60/516083	FILED
INVENTOR – Assignment required	BOTTLE HOLDER		29/190740	FILED / ALLOWED
INVENTOR – Assignment required	BEVERAGE CONTAINER	D488675	29/182205	GRANTED