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Form PTO-1595
(Rev. 03/01)

RE

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

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

The Estate of Ronald T. Warll and Alan D.
Kirkpatrick, trading as Robud, a NJ
partnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☒ Other and Mortgage

Execution Date: 12/08/2004

2. Name and address of receiving party(ies)

Name: Bank of New York

Internal Address: _____

Street Address: 385 Rifle Camp RoadCity: West Patterson State: NJ Zip: 07424Additional 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)
see attachedB. Patent No.(s)
see attachedAdditional numbers attached? ☐ Yes ☒ No

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

Name: Ida MaginInternal Address: CSCStreet Address: 80 State StreetCity: Albany State: NY Zip: 122076. Total number of applications and patents involved: 77. Total fee (37 CFR 3.41).....\$ 280.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Ida Magin

Name of Person Signing

Signature

01/10/2005

Date

Total number of pages including cover sheet, attachments, and documents: 18

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

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

01/11/2005 ECOOPER 00000189 4791846

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PATENT
REEL: 016127 FRAME: 0503

Schedule A
To Patent Mortgage
And Security Agreement
By and Between
Robud, a New Jersey Partnership,
Also Known As Robud Company,
and
Robud Co.

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 112816
Date Filed: October 23, 1987
Title: Oscillating free wheeling resilient cover for rotary die cutting anvil
US Patent Number and Date Issued: 4,791,846, December 20, 1988
Assignee of Patent: Robud Company (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 456582
Date Filed: December 26, 1989
Title: Die cutting anvil system
US Patent Number and Date Issued: 4,982,639, January 8, 1991
Assignee of Patent: Robud Company (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 485769
Date Filed: February 26, 1990
Title: Locking means
US Patent Number and Date Issued: 5,078,535, January 7, 1992
Assignee of Patent: Robud Co (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 735920
Date Filed: October 24, 1996
Title: Locking arrangement for die cutter blanket
US Patent Number and Date Issued: 5,720,212, February 24, 1998
Assignee of Patent: Robud (Pine Brook, New Jersey)

Inventor: Neal; Kenneth Ray (Magnolia Texas)
Application Number: 971983
Date Filed: October 5, 2001
Title: Die cutter blanket-anvil locking system
US Patent Number and Date Issued: 6,612,214, September 2, 2003
Assignee of Patent: Robud (Pine Brook, New Jersey)

Inventor: Kirkpatrick, Alan D. (Sparta, New Jersey)
Application Number: 776257
Date Filed: March 10, 1977
Title: Anvil Structure for Rotary Die Cutting Apparatus
US Patent Number and Date Issued: 4,073,208, February 14, 1978
Assignee of Patent: Robud Co. (Fairfield, New Jersey)

Inventor: Kirkpatrick, Alan D. (Sparta, New Jersey)
Application Number: 753304
Date Filed: December 22, 1976
Title: Lock for Rotary Die Cutting Blanket
US Patent Number and Date Issued: 4,073,207, February 14, 1978
Assignee of Patent: Robud Co. (Fairfield, New Jersey)

PATENT MORTGAGE
AND
SECURITY AGREEMENT

This document is entered into as of this 8th day of December, 2004 by and between The Estate of Ronald T. Warll and Alan D. Kirkpatrick, trading as Robud, a New Jersey partnership having its principal place of business at 10 Bloomfield Avenue, Pine Brook, New Jersey 07058 ("Mortgagor") and the Bank of New York, a New York banking corporation having a place of business at 385 Rifle Camp Road, West Paterson, New Jersey 07424 ("Mortgagee") in connection with a Master Promissory Note in the principal amount of \$2,500,000.00 date the date of this document from Dicar, Inc. (the "Borrower")to the Mortgagee (the "Note").

WHEREAS, Mortgagee may be making loans and advances to the Borrower in the future up to the principal amount outstanding of \$2,500,000.00 as evidenced by the Note (the "Loans"); and

WHEREAS, in order to secure (i) the Loans (ii) the interest payable thereon (iii) the payment and performance of all obligations of and in any other document executed and delivered by the Borrower in order to secure the Loans (iv) the payment and performance of all obligations of Mortgagor herein (v) and the payment and performance of all obligations of and in any other document executed and delivered by the Mortgagor in order to secure the Loans (the obligations described in clauses (i), (ii), (iii) (iv) and (v) of this paragraph, whether now existing or hereafter arising, being hereinafter referred to as the "Obligations"), it is intended that Mortgagor grant Mortgagee a lien, security interest and mortgage in all of the now existing and hereafter created or acquired patents of Mortgagor set forth in Schedule A to this Mortgage and more particularly described in subsections (a) through

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(g), hereinafter referred throughout this Patent Mortgage and Security Agreement as "the Patents"; and

WHEREAS, Mortgagor in order to induce Mortgagee to make the Loans to the Borrower is willing to enter into this Patent Mortgage and Security Agreement.

WHEREAS, this Patent Mortgage and Security Agreement is made for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Mortgagor.

NOW, THEREFORE, in order to secure the Obligations, and for other good and valuable consideration, the receipt of which by Mortgagor is hereby acknowledged, Mortgagor hereby irrevocably grants, bargains, mortgages, pledges and creates a security interest having priority over all other security interests unto Mortgagee, with power of sale upon the occurrence of Default under the Note, of all of Mortgagor's right, title and interest without limitation throughout the world in and to:

(a) The patents and applications for patent of Mortgagor in the United States and in other countries, and all other United States and foreign patents and applications for patent of Mortgagor now existing or hereafter filed or acquired, as set forth in Schedule A annexed hereto;

(b) The inventions disclosed and/or claimed in all of the United States and foreign patents and applications for patents set forth in Schedule A annexed hereto;

(c) All other applications for patents or like protection on any of said inventions set forth in Schedule A annexed hereto, that have now or may in the future be filed by Mortgagor, or by the assignors of the rights to said inventions to Mortgagor, whether in the United States or in any other

country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the inventions and/or applications set forth in Schedule A, annexed hereto, to Mortgagor, or to any assignor of the rights to any such invention to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(e) All renewals, reissues, continuations, extensions or the like of any patents, set forth in Schedule A annexed hereto, and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes;

(f) All rights of action on account of past, present and future unauthorized use of any of inventions, and for infringement of patents, set forth in Schedule A annexed hereto, and like protection;

(g) The right to file and prosecute applications for patents on any inventions set forth in Schedule A annexed hereto, in the United States or any other country or place anywhere in the world; and

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever; provided, however, that the mortgage, lien and security interest in the Patents and other collateral granted Mortgagee hereunder are upon the express condition that if Mortgagor shall cause to be paid, discharged and performed the Obligations, including the indebtedness of the Borrower evidenced by the Note, in accordance with the terms thereof, then this Patent Mortgage and Security Agreement and the mortgage, lien and security interest hereby granted shall cease, terminate and be void, and the entire right and interest in the Patents created by this Patent Mortgage and Security Agreement shall be released (at Mortgagor's expense) to Mortgagor, otherwise this Patent Mortgage and Security Agreement is to

remain in full force and effect.

MORTGAGOR AGREES in addition to the rights and remedies given to Mortgagee under the Note and the other documents that secure the Note, upon the occurrence of default under the Note, Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the Patents, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall, in its fair discretion, deem most likely to produce the most immediate, surest or largest return. For such purposes and in the event of Mortgagor's default hereunder or the occurrence of any default under the Note, Mortgagor hereby authorizes and empowers Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its exclusive discretion, as Mortgagor's true and lawful attorney-in-fact, with the power to endorse Mortgagor's name on all applications, documents, papers and instruments as may be necessary for Mortgagee to have the full benefit of this Patent Mortgage and Security Agreement, including, but not limited to, the full right consistent with applicable law, to use the Patents described herein or to grant or issue any exclusive or non-exclusive license under such Patents to anyone else, or as may be necessary for Mortgagee to assign, pledge, convey or otherwise transfer, title in and to or otherwise dispose of the Patents. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Patent Mortgage and Security Agreement, the Note and until all the Obligations are satisfied in full.

MORTGAGOR FURTHER AGREES, in addition to the rights and remedies given to Mortgagee under the Note, upon the occurrence of default under the Note, Mortgagor shall, without further consideration, promptly perform such lawful acts and execute any

other documents as Mortgagee may reasonably request in order for Mortgagee to obtain full benefit of this Patent Mortgage and Security Agreement and to permit Mortgagee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as registered owner or proprietor of the Patents.

MORTGAGOR will, at any time upon request of Mortgagee, communicate to Mortgagee, at Mortgagor's expense, any facts relating to said inventions and the history thereof known to Mortgagor and testify as to the same in any interference or other legal proceeding when requested to do so, sign all lawful papers, execute all necessary assignment papers to cause any Letters Patent to be issued to Mortgagee, make all rightful oaths and generally do everything necessary or desirable to Mortgagee, its successors and assigns, to obtain, perfect title in and enforce proper protection for said inventions in the United States and in any and all foreign countries.

MORTGAGOR FURTHER AGREES (a) that, while a secured party or mortgagee, Mortgagee shall have no obligation or responsibility to protect or defend the Patents or the right to the use thereof, and Mortgagor shall, at its own expense, protect, defend and maintain the same to the full extent advisable for its business, and (b) to use its best efforts to detect any infringers of the rights described herein and shall forthwith advise Mortgagee in writing of material infringements detected, and (c) if Mortgagor fails to comply with the foregoing, Mortgagee may do so in Mortgagor's name to the extent permitted by law, but at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Mortgagee in full for all expenses, including reasonable attorneys' fees, incurred by Mortgagee in protecting, defending and maintaining the Patents.

MORTGAGOR FURTHER AGREES to indemnify Mortgagee against all damages, costs, expenses, attorney fees and any and all claims arising out of or as a result of the infringement by Mortgagor or Mortgagee of any patent by the Patents. This indemnity provision shall survive the termination or cancellation of this Patent Mortgage and Security Agreement.

MORTGAGOR FURTHER AGREES and covenants that it, its successors and assigns, will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Mortgagee, its successors and assigns, the full benefit of this Patent Mortgage and Security Agreement.

Mortgagor hereby represents, warrants, covenants and agrees that:

(a) Except for the security interest granted Mortgagee hereby and except for the license in the Patents that the Mortgagor has heretofore granted to the Borrower, it is and will continue to be the owner of all of its Patents free from any adverse claim, security interest or encumbrance in any person other than Mortgagee.

(b) It has the full right and power to grant the security interest in the Patents made hereby.

(c) Except for the license in the Patents that the Mortgagor has heretofore granted to the Borrower, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Patents.

(d) Except financing statements filed or to be filed with respect to the security interest granted under this Patent Mortgage and Security Agreement to Mortgagee, there is no financing statement or other document or instrument now signed

or on file in any public office covering any part of the Patents, and so long as any of the Obligations remain outstanding, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to Mortgagee concerning the Patents and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Mortgagor's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any of the Patents.

Throughout the term of this Patent Mortgage and Security Agreement, Mortgagor shall diligently prosecute all applications for patents and shall file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonably indicated to be desirable from facts available to it from time to time during the term of this Patent Mortgage and Security Agreement, and Mortgagor shall bear the entire cost of all such filings and proceedings. Mortgagor agrees to retain a licensed patent attorney approved by Mortgagee for the filing prosecution of all such applications and other proceedings.

Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications and know-how within the Patents.

Mortgagor shall not allow any patent or any application for

patent or like protection included within the Patents to become abandoned, nor any patent to be forfeited or dedicated to the public without the express written approval of the Mortgagee and any license thereof by Mortgagor shall be legally sufficient to prevent any abandonment, forfeiture or dedication to public use. In the event any pending or hereafter filed patent application, has been finally rejected by the United States Patent and Trademark Office or any foreign patent office and Mortgagor has exhausted its administrative remedies, Mortgagor may abandon the same after sixty (60) days written notice to Mortgagee, who may thereafter at its own expense pursue judicial appeals. Mortgagor shall cooperate in any such appeal.

Mortgagee may, at its option, whether before or after default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the Patents, or pay for maintenance, or preservation of the Patents, or pay any other fee, attorneys' fee or other expenses necessary to preserve and protect the mortgage and security interest hereby granted.

Any provisions hereof found to be invalid under the law of the United States of America, the State of New Jersey, or any other State having jurisdiction, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This agreement shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Mortgagee only. The law of the State of New Jersey shall apply to this Patent Mortgage and Security Agreement and its construction and interpretation.

Mortgagee shall suffer Mortgagor to control and manage the Patents in the operation of its business, including rights of manufacture, use and sale granted by said Patents, and to receive and use the income, revenue and profits arising from

said Patents and the proceeds thereof in the same manner and with the same effect as if this Patent Mortgage and Security Agreement had not been made so long as Mortgagor shall cause to be paid, discharged and performed the Obligations secured by this Patent Mortgage and Security Agreement, including the indebtedness of the Borrower evidenced by the Note, in accordance with the terms thereof.

Notwithstanding anything to the contrary in this Patent Mortgage and Security Agreement, upon a default under the Note, the Mortgagee agrees not to exercise its rights and remedies as a secured creditor to realize upon the collateral provided by this Patent Mortgage and Security Agreement in order to satisfy the Obligations until (i) such time as the Mortgagee has liquidated or otherwise realized upon all of the collateral for the Obligations that has been provided to the Mortgagee by the Borrower or (ii) the lapse of one year from the occurrence of a default under the Note, whichever is earlier provided, however, that if following a default under the Note, (x) the Mortgagee is precluded by law from taking possession of and liquidating the collateral for the Obligations that has been provided to the Mortgagee by the Borrower or (y) the Borrower refuses to turn over possession of such collateral to the Mortgagee, the Mortgagee may thereupon immediately exercise its rights and remedies as a secured creditor to realize upon the collateral provided by this Patent Mortgage and Security Agreement in order to satisfy the Obligations; provided further, that the Mortgagor acknowledges and agrees that:

- (a) the Mortgagee shall be under no obligation to bid at any Uniform Commercial Code Sale or otherwise to purchase any of the collateral for the Obligations provided by the Borrower; and


(b) if there is a proceeding under the Bankruptcy Code against the Borrower, the Mortgagee may, but shall have no obligation to, institute proceedings to have the amount of its secured claim determined. Upon such determination, for purposes of this Patent Mortgage and Security Agreement, the Mortgagee may deem the amount of such determined secured claim to be credited against the Obligations, and the Mortgagor agrees that (x) such credit shall for the purpose of this Patent Mortgage and Security Agreement, be deemed to have been received by the Mortgagee from a total liquidation of the collateral for the Obligations provided by the Borrower and (y) the Mortgagee may immediately thereafter exercise its rights and remedies as a secured creditor to realize upon the collateral provided by this Patent Mortgage and Security Agreement in order to satisfy the Obligations.

[signature pages follow]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Patent Mortgage and Security Agreement to be duly sealed and executed as of the 8th day of December, 2004.

The Estate of Ronald T. Warll and Alan D. Kirkpatrick, trading as Robud, a New Jersey partnership

The Estate of Ronald T. Warll, Partner

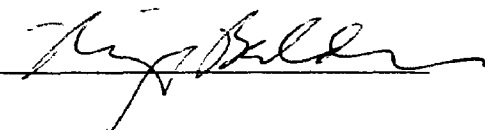
By: 

Daniel Freifeld, Executor of the
Estate of Ronald D. Warll



Alan D. Kirkpatrick, Sr. Partner

The Bank of New York

By: 

Name: Richard J Baldwin

Title: Vice President

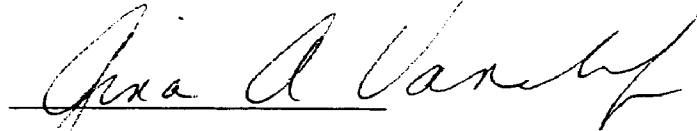
ACKNOWLEDGMENT

STATE OF NEW JERSEY)

ss.:

COUNTY OF Morris)

On this 8th day of December, 2004, before me personally came Alan D. Kirkpatrick, Sr. to me known, being by me duly sworn, did depose and say that he is the individual describe d in and which executed the above instrument; and that he signed his name thereto in his capacity as a partner of Robud, a New Jersey partnership, pursuant to the authority of its partnership agreement.



Notary Public of New Jersey

My Commission Expires:

GINA A. VANDERHOOF

NOTARY PUBLIC OF NEW JERSEY

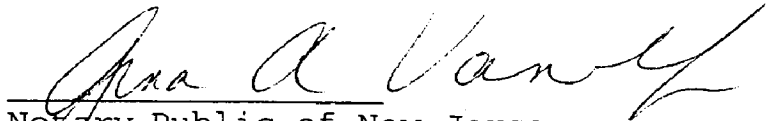
Commission Expires 11/27/2006

STATE OF NEW JERSEY)

ss.:

COUNTY OF Morris)

On this 8th day of December, 2004, before me personally came Daniel Freifeld, to me known, being by me duly sworn, did depose and say that he is the individual described in and which executed the above instrument; and that he signed his name thereto in his capacity as the Executor of the Estate of Ronald T. Warll, a partner of Robud, a New Jersey partnership, pursuant to the authority of its partnership agreement.



Notary Public of New Jersey

My Commission Expires:

GINA A. VANDERHOOF

NOTARY PUBLIC OF NEW JERSEY

Commission Expires 11/27/2006

STATE OF NEW JERSEY)

SS.:

COUNTY OF BERGEN)

On this 8th day of December, 2004 , before me personally came Richard J. Baldwin , to me known, being by me duly sworn, did depose and say that he is the individual described in and which executed the above instrument; and that he signed his name thereto in his capacity as a Vice President of the Bank of New York, a New York banking corporation, pursuant to authority of its Board of Directors.

Mary Jane Piccate
Notary Public of New Jersey
My Commission Expires:

MARY JANE PICCATE
NOTARY PUBLIC OF NEW JERSEY
MY COM. EXPIRES AUG 8, 2005

Schedule A
To Patent Mortgage
And Security Agreement
By and Between
Robud, a New Jersey Partnership,
Also Known As Robud Company,
and
Robud Co.

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 112816
Date Filed: October 23, 1987
Title: Oscillating free wheeling resilient cover for rotary die cutting anvil
US Patent Number and Date Issued: 4,791,846, December 20, 1988
Assignee of Patent: Robud Company (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 456582
Date Filed: December 26, 1989
Title: Die cutting anvil system
US Patent Number and Date Issued: 4,982,639, January 8, 1991
Assignee of Patent: Robud Company (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 485769
Date Filed: February 26, 1990
Title: Locking means
US Patent Number and Date Issued: 5,078,535, January 7, 1992
Assignee of Patent: Robud Co (Pine Brook, New Jersey)

Inventor: Kirkpatrick; Alan D. (Martinsville, New Jersey)
Application Number: 735920
Date Filed: October 24, 1996
Title: Locking arrangement for die cutter blanket
US Patent Number and Date Issued: 5,720,212, February 24, 1998
Assignee of Patent: Robud (Pine Brook, New Jersey)

Inventor: Neal; Kenneth Ray (Magnolia Texas)
Application Number: 971983
Date Filed: October 5, 2001
Title: Die cutter blanket-anvil locking system
US Patent Number and Date Issued: 6,612,214, September 2, 2003
Assignee of Patent: Robud (Pine Brook, New Jersey)

Inventor: Kirkpatrick, Alan D. (Sparta, New Jersey)

Application Number: 776257

Date Filed: March 10, 1977

Title: Anvil Structure for Rotary Die Cutting Apparatus

US Patent Number and Date Issued: 4,073,208, February 14, 1978

Assignee of Patent: Robud Co. (Fairfield, New Jersey)

Inventor: Kirkpatrick, Alan D. (Sparta, New Jersey)

Application Number: 753304

Date Filed: December 22, 1976

Title: Lock for Rotary Die Cutting Blanket

US Patent Number and Date Issued: 4,073,207, February 14, 1978

Assignee of Patent: Robud Co. (Fairfield, New Jersey)