

09-12-2005

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



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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)

Fire King International, LLC, an Indiana limited
Liability company

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

2. Name and address of receiving party(ies)

Name: GE Business Capital Corporation

Internal Address:

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: Zip: 60661

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): August 12, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other:

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)

08/764,615

09/825,912

B. Patent No.(s)

5,588,318 5,634,701 6,686,003

5,918,720 4,997,1194

Additional numbers attached? ☐ Yes ☒ No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and patents involved: 7

7. Total Fee (37 CFR 1.21(h) & 3.41) \$280.00

☐ 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

September 8, 2005

Date

09/12/2005 DBYRNE 00000023 08764615

Elizabeth J. Burns

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

5

Name of Person Signing

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

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 12, 2005, by FIRE KING INTERNATIONAL, LLC, an Indiana limited liability company ("Grantor"), in favor of GE BUSINESS CAPITAL CORPORATION (f/k/a Transamerica Business Capital Corporation), a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 24, 2002 by and among FIRE KING INTERNATIONAL, INC., a Kentucky corporation ("FKI"), the Persons named therein as other Borrowers, Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, FKI has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of April 24, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, FKI has transferred the Patent Collateral (as hereinafter defined) to Grantor pursuant to an Assignment of Patents, dated as of July 26, 2005;

WHEREAS, contemporaneously herewith, Grantor is entering into Limited Consent and Omnibus Amendment No. 5 to Loan Agreement and Loan Documents whereby, among other things, Grantor is joining the Loan Agreement and the Security Agreement as a Borrower and a Loan Party and assuming all of FKI's obligations and liabilities arising under the Loan Documents (including the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.
Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) 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 any Patent licensed under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIRE KING INTERNATIONAL, LLC,
as Grantor**

By: _____
Name: _____
Title: _____


ACCEPTED AND ACKNOWLEDGED BY:

GE BUSINESS CAPITAL CORPORATION
(f/k/a Transamerica Business Capital
Corporation), as Agent

By: _____
Name: _____
Title: _____

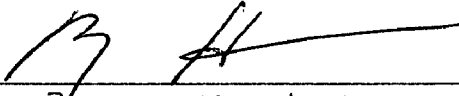
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIRE KING INTERNATIONAL, LLC,
as Grantor**

By: 
Name: Douglas S. Voet
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION
(f/k/a Transamerica Business Capital
Corporation), as Agent**

By: 
Name: Boyd Harbets
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement – FKI LLC]

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**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS

Patent / Application No.	Patent Owner	Title of Patent	Issue Date
5,588,318	Fire King International, LLC	Door Lock	December 31, 1996
5,634,701	Fire King International, LLC	Multi-Drawer Cabinet Having a Drawer Lock-Out Mechanism	June 3, 1997
6,686,003	Fire King International, LLC	High Performance Fire Protection Containers	February 3, 2004
08/764,615	Fire King International, LLC	Novel Fire Protection Containers	January 25, 2001 / Assignment
09/825,912	Fire King International, LLC	Centralized Electronic Safe & Accounting Control System	On appeal
09/825,912	Fire King International, LLC	Money Tube & Associated Dispensing Units-Continuation of Centralized Electronic Safe & Accounting Control System	On appeal
5,918,720	Fire King International, LLC	Money Control System	March 7, 2005 / Assignment
4,997,1194	Fire King International, LLC	Cellular Ceramic and Foam Materials	January 25, 2001 / Assignment