

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Siny Corp., d/b/a Roller Fabrics

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

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

Execution Date(s) 08/04/2005

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Street Address: 111 East Wisconsin Avenue

City: Milwaukee

State: WI

Country: US Zip: 53202

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)

10827122; 60609668

B. Patent No.(s)

6766668

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian G. Gilpin

Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 N. Water Street

City: Milwaukee

State: WI Zip: 53202

Phone Number: 414-273-3500

Fax Number: 414-273-5198

Email Address: bgilpin@gklaw.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- ☐ 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 07-1509

Authorized User Name Godfrey & Kahn, S.C.

9. Signature:



Signature

4-000-0005

Date

Brian G. Gilpin

Name of Person Signing

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

22

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of August 4, 2005, is entered into by and between SINY CORP., a Wisconsin corporation d/b/a Roller Fabrics (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "Bank").

WHEREAS, the Debtor, Monterey, Inc. ("Monterey") and the Bank are parties to that certain Loan Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or modified, the "Loan Agreement"), setting forth the terms on which the Bank may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor; and

WHEREAS, as a condition to making any loan or financial accommodation under the Loan Agreement or otherwise, the Bank has required the execution and delivery of this Security Agreement by the Debtor.

NOW, THEREFORE, in consideration of the promises and mutual agreements, one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and the Bank agree as follows:

1. DEFINITIONS.

1.1 Defined Terms. As used in this Security Agreement, the following terms shall be defined as set forth below:

"Accounts" means all of the Debtor's accounts, as such term is defined in the UCC, including each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by the Debtor or by some other person who subsequently transfers such person's interest to the Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all Liens) which the Debtor may at any time have by law or agreement against any Account Debtor or other obligor obligated to make any such payment or against any property of such Account Debtor or other obligor; all including, but not limited to, all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other debt instruments, tax refunds and rights to payment in the nature of general intangibles.

"Collateral" means all of the Debtor's Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Patents, Trademarks, Letter-of-credit rights,

Letters of credit and Supporting Obligations; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) any money, or other assets of the Debtor that now or hereafter come into the possession, custody, or control of the Bank; and (vi) proceeds of any and all of the foregoing.

“Equipment” means all of the Debtor’s equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically the goods described in any equipment schedule or list herewith or hereafter furnished to the Bank by the Debtor.

“Event of Default” means the occurrence of an Event of Default as that term is defined in the Loan Agreement.

“General Intangibles” means all of the Debtor’s general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including all present and future Intellectual Property Rights, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, payment intangibles, the right to use the Debtor’s name, and the goodwill of the Debtor’s business.

“Intellectual Property Rights” means all of the Debtor’s actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works.

“Inventory” means all of the Debtor’s inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located.

“Investment Property” means all of the Debtor’s investment property, as such term is defined in the UCC, whether now owned or hereafter acquired, including, but not limited to, all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, financial assets, stocks, bonds, mutual fund shares, money market shares and United States of America Government securities.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Permitted Liens" shall have the meaning assigned to it in the Loan Agreement.

"Premises" shall mean all premises where the Debtor conducts its business and has any rights of possession, including the premises set forth in **Exhibit 3(j)** hereto.

"Proceeds" shall have the meaning assigned thereto by the UCC and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, including, but not limited to, any and all proceeds of business disruption insurance, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any of the Collateral including, but not limited to, any rents, lease payments, or profits derived therefrom.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

"UCC" shall mean the Uniform Commercial Code as adopted by and in effect in the State of Wisconsin, as the same may be amended or enacted from time to time.

1.2 **Other Terms.** The terms "Account Debtor," "Deposit Account," "Documents," "Fixtures," "Goods," "Instruments," "Letter-of-credit rights," "Letters of credit," "Supporting Obligations" and "Chattel Paper" shall have the definitions ascribed thereto from time to time by the UCC.

2. **SECURITY INTEREST.** To secure payment of the Obligations defined below, the Debtor hereby grants the Bank a continuing security interest in all of the Debtor's Collateral.

The term "Obligations" is used herein in its most comprehensive sense and includes, without limitation, any and all debts, obligations, and liabilities of the Debtor to the Bank, heretofore, now or hereafter made, incurred, or created, including those arising out of credit previously granted, credit contemporaneously granted, or granted in the future, whether voluntary

or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, secured or unsecured, whether the Debtor is liable individually or jointly with others, whether for principal, interest or other debts, obligations or liabilities, including those arising out of the Debtor's obligations to the Bank or to JP Morgan Chase & Co., or to any of their subsidiaries or affiliates or successors arising under or in connection with any Rate Management Transaction (as defined in the Loan Agreement) or in connection with any letter of credit issued for the account of the Debtor, and whether or not any or all such debts, obligations and liabilities are or become barred by any statute of limitations or otherwise unenforceable, including, without limiting the generality of the foregoing, those arising out of the Loan Agreement and the Notes (as defined in the Loan Agreement).

It is the true, clear, and express intention of the Debtor that the continuing grant of the security interests provided for herein remain as security for payment and performance of the Obligations, whether or not existing or hereinafter incurred by future advances or otherwise; and whether or not such Obligations are related to the transactions described herein, or in the Loan Agreement, by class or kind, or whether or not contemplated by the parties at the time of the granting of this security interest. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any such Obligation, nor otherwise identify it as being secured hereby.

3. DEBTOR'S WARRANTIES. The Debtor warrants to the Bank that while any of the Obligations are unpaid, which warranties the Bank will be relying upon in making both the initial advance and any further advances under the Loan Agreement or otherwise:

(a) Ownership. The Debtor is the owner of the Collateral free of all encumbrances and security interests except for the Permitted Liens. The Debtor, acting alone, may grant a security interest in its Collateral.

(b) Other Financing. No financing statement is on file covering the Collateral or its products or Proceeds, except financing statements relating to the Permitted Liens. There has been no material default as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(c) Documents. If Inventory is represented or covered by Documents of title, the Debtor is the owner of the Documents, free of all encumbrances and security interests other than the Permitted Liens.

(d) Condition. The Inventory is in good condition and, in the case of Goods held for sale (other than trade-ins or repossessed Goods), is new and unused. All Goods and Inventory have been, and will continue to be, produced or manufactured in compliance with the Fair Labor Standards Act.

(e) Sale of Goods or Services Rendered. Each Account and Chattel Paper constituting Collateral arose from the performance of services by the Debtor or from a

bona fide sale or lease of Goods, which have been delivered or shipped to the Account Debtor and for which the Debtor has genuine invoices, shipping documents or receipts.

(f) **Rights to Payment.** Each right to payment and each Instrument, Document, Chattel Paper and other agreement constituting or evidencing Collateral is (or will be when arising, issued or assigned to the Bank) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business), of the Account Debtor or other obligor named therein or in the Debtor's records pertaining thereto as being obligated to pay such obligation. The Debtor will neither agree to any material modification or amendment nor agree to any forbearance, release or cancellation of any such obligation, and will not subordinate any such right to payment to claims of other creditors of such Account Debtor or other obligor.

(g) **Authority to Contract.** The execution and delivery of this Security Agreement and any instruments evidencing Obligations will not violate or constitute a breach of the Debtor's Articles of Incorporation or Bylaws, or any material agreement or restriction to which the Debtor is a party or is subject. The Debtor is not in material default under any agreement for the payment of money which has not been waived.

(h) **Accuracy of Information.** All information, certificates or statements given to the Bank pursuant to this Security Agreement shall be true and complete in all material respects when given.

(i) **Fixtures.** If any of the Collateral is to be attached to real estate, the legal description of such real estate and the name of the record owner are annexed hereto as **Exhibit 3(i)**.

(j) **Names and Addresses/Collateral Locations.** The Debtor is duly organized and validly existing under the laws of the state of its incorporation. The name appearing below is the correct name of the Debtor, and the Debtor does not do business under any other name except as set forth in **Exhibit 3(j)** hereto. The address of the Debtor's chief executive office appears opposite its signature and is also set forth in **Exhibit 3(j)** hereto. All other places of business of the Debtor are set forth in **Exhibit 3(j)** hereto. The addresses where the Collateral will be kept are those appearing below the Debtor's signature and those appearing in **Exhibit 3(j)** hereto. No location shall be changed unless the Debtor provides the Bank with prior written notice of such change as provided above, but the parties intend that the Collateral, wherever located, is covered by this Security Agreement.

(k) **Patents.** **Exhibit A** accurately lists all material Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to such Patents as of the date hereof.

(l) Trademarks. **Exhibit B** accurately lists all Trademarks material to the Debtor's business owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es).

4. SALE AND COLLECTIONS.

(a) Proceeds of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor may sell Inventory in the ordinary course of the Debtor's business. Following the occurrence and during the continuance of an Event of Default, all Proceeds of Collateral received by the Debtor shall be held by the Debtor upon an express trust for the Bank, shall not be commingled with any other funds or property of the Debtor, and shall be turned over to the Bank not later than the Business Day following the day of their receipt. All Proceeds received by the Bank shall be applied against the Obligations then due and payable in such order and at such times as the Bank shall determine.

(b) Lockbox. The Bank may, at any time within its discretion after the occurrence and during the continuance of an Event of Default, require the Debtor to take whatever action is deemed necessary by the Bank to establish and continuously maintain with the Bank one or more lockboxes for the receipt of cash Proceeds of the Collateral, which lockboxes shall be under the sole and exclusive control of the Bank. In such event, the Debtor shall simultaneously instruct its Account Debtors to send payments on Accounts owing to the Debtor to such lockboxes and shall take whatever other action is deemed necessary to ensure that all Proceeds of the Debtor's Accounts are sent to such lockboxes. The Debtor agrees to immediately forward to such lockboxes all Proceeds of the Collateral which are received by the Debtor and until so forwarded the Debtor shall not commingle any such Proceeds with any other funds of the Debtor but instead shall hold such Proceeds in trust for the Bank. All amounts deposited in such lockboxes shall be applied toward payment of the Obligations pursuant to the terms of a lockbox agreement to be entered into upon establishment of such lockboxes.

(c) Verification and Notification. The Bank may verify Accounts, Chattel Paper, rights to payment and contract rights in any reasonable manner, and the Debtor shall assist the Bank in so doing. At any time after the occurrence and during the continuance of an Event of Default, the Bank may and the Debtor shall, upon request of the Bank, notify the Account Debtors, or any other person obligated to pay any amount due, that such Accounts, Chattel Paper and other rights to payment have been assigned to the Bank for security and to make payment directly to the Bank, and the Bank may enforce collection of, settle, compromise, extend or renew the indebtedness of such Account Debtor. Until such Account Debtors are otherwise notified, the Debtor, as agent of the Bank, shall make collections on its Collateral.

5. DEBTOR'S COVENANTS.

(a) Maintenance of Collateral. The Debtor shall: maintain the Collateral in good condition and repair, ordinary wear and tear excepted, and not permit its value to be materially impaired; keep the Collateral free from all liens, encumbrances and security interests (other than Permitted Liens); defend the Collateral against all claims and legal proceedings by persons other than the Bank; pay and discharge when due all taxes, license fees, levies and other charges upon the Collateral unless payment thereof is being contested in compliance with the Loan Agreement; not sell, lease or otherwise dispose of the Collateral or permit the Collateral to become a fixture or an accession to other goods, except for sales of Inventory in the ordinary course of business and, upon prior notice to the Bank, the sale or other disposition of Equipment which has become obsolete or which is no longer necessary for the operation of the Debtor's business; not permit the Collateral to be manufactured, produced, or used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of Instruments and Chattel Paper, preserve rights in the Collateral against prior parties. Loss of or damage to the Collateral shall not release the Debtor from any of the Obligations.

(b) Insurance. The Debtor shall keep the Collateral and the Bank's interest in such Collateral insured under policies with such provisions as are customary for the Debtor's industry, and for such amounts and by such insurers as shall be satisfactory to the Bank from time to time, including, but not limited to, provisions requiring that losses be payable to the Debtor and the Bank, as their respective interests may appear under a standard non-contributory lender loss payee clause, providing that the Bank's interest under the policy will not be invalidated by any act or omission of, or any breach of warranty by, the insured, or by any change in the title, ownership or possession of the insured property, or by the use of the property for purposes more hazardous than is permitted by the policy, providing that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Bank of written notice thereof, and shall furnish evidence of such insurance satisfactory to the Bank. The Debtor assigns to the Bank the proceeds of all such insurance including business disruption insurance and any premium refund, and after the occurrence and during the continuance of an Event of Default, authorizes the Bank to endorse in the name of the Debtor any instrument for such proceeds or refunds and, at the option of the Bank, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to the Debtor. After the occurrence and during the continuance of an Event of Default, the Bank is authorized, in the name of the Debtor or otherwise, to make, adjust or settle claims under any insurance on the Collateral.

(c) Maintenance and Perfection of Security Interest. The Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by the Bank to preserve the Collateral or to establish, determine priority of, perfect, continue to perfect, terminate and/or enforce the Bank's interest in the Collateral or the Bank's rights under this Security Agreement. The Debtor authorizes the Bank to file from time to time where permitted by law such financing statements against the Collateral (including filings

describing the Collateral as "all assets" or "all personal property") as the Bank deems necessary or useful to perfect its security interest. The Debtor will not amend any financing statements in favor of the Bank except as permitted by law. The Debtor hereby authorizes the Bank to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor. The Debtor agrees that a carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement and may be filed as a financing statement in any jurisdiction. The Debtor shall (i) promptly notify the Bank in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Deposit Accounts, Investment Property, Letter-of-credit rights or electronic Chattel Paper and, upon the request of the Bank, will promptly execute such other documents, and do such other acts or things deemed appropriate by the Bank to deliver to the Bank control with respect to such Collateral; (ii) with respect to Collateral in the possession of a third party (including warehousemen), other than Certificated Securities and goods covered by a Document, obtain an acknowledgment from the third party that it is holding the Collateral for the benefit of the Bank and an agreement to permit access by the Bank to the premises where such Collateral is located for inspection and/or removal of the same; and (iii) not change its corporate name, state of incorporation or type of organization or organization identification number (if any).

(d) Collateral Records and Statements. The Debtor shall keep accurate and complete records respecting its Collateral. At such times as the Bank may reasonably require, the Debtor shall furnish to the Bank a statement certified by the Debtor and in such form and containing such information as may be prescribed by the Bank, showing the current status, location and value of such Collateral.

(e) Inspection of Collateral. At reasonable times the Bank may examine the Collateral and the Debtor's records pertaining to it, wherever located, and make copies thereof. The Debtor shall assist the Bank in so doing. The Debtor shall pay the Bank's reasonable out-of-pocket expenses for any servicing and auditing in connection with this Security Agreement.

(f) Chattel Paper; Instruments; Letters of Credit. Upon request of the Bank, Chattel Paper constituting Collateral shall be on forms approved by the Bank. The Debtor shall promptly mark all Chattel Paper, Instruments and Letters of credit, and all copies thereof, to indicate conspicuously the Bank's interest and, upon request, deliver the same to the Bank, duly endorsed or assigned by the Debtor.

(g) Modifications. After the occurrence and during the continuance of an Event of Default, without the prior written consent of the Bank, the Debtor shall not alter, modify, extend, renew or cancel any Accounts or Chattel Paper, except adjustments to Accounts in the ordinary course of business.

(h) Returns and Repossessions. After the occurrence and during the continuance of an Event of Default, the Debtor shall promptly notify the Bank of the return to or repossession by the Debtor of Goods underlying any Collateral and, upon

request of the Bank, the Debtor shall hold and dispose of such Goods only as the Bank directs.

(i) United States of America Contracts. If any Accounts or contract rights constituting Collateral arise out of contracts with the United States of America or any of its departments, agencies or instrumentalities, the Debtor will so notify the Bank and upon request of the Bank execute writings required by the Bank in order that all money due or to become due under such contracts shall be assigned to the Bank and proper notice of the assignment is given under the Federal Assignment of Claims Act.

(j) Commercial Tort Claims. Promptly upon knowledge thereof, the Debtor will deliver to the Bank notice of any commercial tort claims it may bring against any person, including the name and address of each defendant, a summary of the facts, an estimate of the Debtor's damages, copies of any complaint or demand letter submitted by the Debtor, and such other information as the Bank may request. Upon request by the Bank, the Debtor will grant the Bank a security interest in all commercial tort claims it may have against any person.

(k) Agreements with respect to Patents and Trademarks.

(i) If after the date hereof, the Debtor owns or controls or has a right to have assigned to it any Patents not listed on **Exhibit A** or Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if **Exhibit A** or **Exhibit B** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents and/or applications and registrations pertaining to the Trademarks, as applicable, then the Debtor shall promptly provide written notice to the Bank with a replacement Exhibit A or Exhibit B, as applicable, which upon acceptance by the Bank shall become part of this Agreement. In addition, if after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (A) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (B) notify the Bank of such item(s) and cause such Affiliate to execute and deliver to the Bank a patent and/or trademark security agreement substantially in the form of this Security Agreement.

(ii) The Debtor (A) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (B) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(iii) Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Bank's prior written consent.

(iv) The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks material to its business against all claims or demands of all Persons other than those holding Permitted Liens.

(v) The Debtor will at its own expense maintain the Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Bank: (A) sufficient written notice, of at least thirty (30) days, to allow the Bank to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (B) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(vi) If the Debtor fails to perform or observe any of its covenants or agreements set forth in Section 5(k), and if such failure continues for a period of ten (10) calendar days after the Bank gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (v), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Bank that it intends to abandon a Patent or Trademark, the Bank may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Bank's option, in the Bank's own name) and may (but need not) take any and all other actions which the Bank may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(vii) To facilitate the Bank's taking action under subsection (vi) and exercising its rights under Section 5(k), the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Bank, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under Section 5(k), or, after the occurrence and during the continuation of an Event of Default, necessary for the Bank to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patent or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of

attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

6. RIGHTS OF THE BANK.

(a) Authority to Perform for the Debtor. If the Debtor fails to act as required by this Security Agreement or the Obligations, and such failure constitutes an Event of Default, the Bank is authorized, in the Debtor's name or otherwise, to take any such action including, without limitation, signing the Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured hereby and shall be payable by the Debtor upon demand with interest from the date of payment by the Bank at three percent (3%) above the highest non-default rate provided in the Loan Agreement.

(b) Charging the Debtor's Credit Balance. The Debtor grants the Bank, as further security for the Obligations, a security interest and lien in any credit balance and other money now or hereafter owed the Debtor by the Bank and, in addition, agrees that the Bank may charge against any such credit balance or other money any amount due and owing upon the Obligations.

(c) Nonliability of the Bank. The Bank has no duty to determine the validity of any invoice or compliance with any order of the Debtor. The Bank has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. The Debtor releases the Bank from any liability for any act or omission relating to the Obligations, the Collateral or this Security Agreement, except the Bank's willful misconduct.

(d) Power of Attorney. The Debtor irrevocably appoints any officer of the Bank as the Debtor's attorney, with power, upon the occurrence and continuation of an Event of Default, to receive, open and dispose of all mail addressed to the Debtor; to notify the Post Office authorities to change the address for delivery of all mail addressed to the Debtor to such address as the Bank may designate; and to endorse the name of the Debtor upon any Instruments which may come into the Bank's possession. This power of attorney is coupled with an interest and is not revocable by the Debtor. Such attorney shall not be liable for any act or omission or for any error of judgment or mistake of fact or law, except for willful misconduct.

(e) Occupancy.

(i) The Debtor hereby irrevocably grants to the Bank the right to take exclusive possession of the Premises at any time after an Event of Default has occurred and is continuing.

(ii) The Bank may use the Premises only to hold, process, manufacture, sell, use, store, liquidate, realize upon or otherwise dispose of goods

that are Collateral and for other purposes that the Bank may in good faith deem to be related or incidental purposes.

(iii) The Bank's right to hold the Premises shall cease and terminate upon the earlier of (A) payment in full and discharge of all Obligations and termination of the Loan Agreement, and (B) final sale or disposition of all goods constituting Collateral and delivery of all such goods to purchasers.

(iv) The Bank shall not be obligated to pay or account for any rent or other compensation for the possession, occupancy or use of any of the Premises; provided, however, that if the Bank does pay or account for any rent or other compensation for the possession, occupancy or use of any of the Premises, the Debtor shall reimburse the Bank promptly for the full amount thereof. In addition, the Debtor will pay, or reimburse the Bank for, all taxes, fees, duties, imposts, charges and expenses at any time incurred by or imposed upon the Bank by reason of the execution, delivery, existence, recordation, performance or enforcement of this Security Agreement or the provisions of this Section 6(e).

7. DEFAULT. Upon the occurrence and during the continuance of an Event of Default, in addition to its rights and remedies under the Loan Agreement, the Bank shall have all rights and remedies for default provided by the UCC, as well as any other applicable law and the Obligations. With respect to such rights and remedies:

(a) Repossession. The Bank may enter into premises where any Collateral may be located, and may take possession of Collateral, all in accordance with applicable law.

(b) Assembling Collateral. The Bank may require the Debtor to assemble its Collateral and to make it available to the Bank at any convenient place or places designated by the Bank, it being understood that Inventory is located in numerous locations and it may not be practical to assemble all such Inventory in one location. It is agreed that the Bank will not have an adequate remedy at law if this obligation is breached, and accordingly that the Debtor's obligation to assemble Collateral shall be specifically enforceable.

(c) Notice of Disposition. Written notice, when required by law, sent to the address of the Debtor set forth opposite the Debtor's signature in this Security Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(d) Expenses and Application of Proceeds. The Debtor shall reimburse the Bank for any reasonable expense incurred by the Bank in protecting or enforcing its rights under this Security Agreement including, without limitation, reasonable fees of attorneys, legal assistants or paralegals; all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral; and all expenses and costs (including, without limitation, fees of attorneys, legal assistants and paralegals) in connection with any

proceeding instituted pursuant to 11 U.S.C. §101 et. seq. After deduction of such expenses, the Bank may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(e) Waiver. The Bank may permit the Debtor to remedy any default without waiving the default so remedied, and the Bank may waive any default without waiving any other subsequent or prior default.

(f) Sale of Patents and Trademarks. The Bank may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(g) Enforcement of Patents and Trademarks. The Bank may enforce the Patents and Trademarks and any licenses thereunder, and if the Bank shall commence any suit for such enforcement, the Debtor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement.

(h) Use of Intellectual Property Rights. The Bank is hereby granted a nonexclusive, worldwide and royalty free license to use or otherwise exploit all Intellectual Property Rights owned by or licensed to the Debtor that the Bank deems necessary or appropriate to the disposition of any Collateral.

8. PERSONS BOUND. This Security Agreement benefits the Bank and its successors and assigns, and binds the Debtor and its successors and assigns.

9. INTERPRETATION. The validity, construction and enforcement of this Security Agreement are determined and governed by the internal law (as opposed to conflicts of law provisions) of the State of Wisconsin. Invalidity of any provision of this Security Agreement shall not affect the validity of any other provision.

10. NOTICES; REQUESTS FOR ACCOUNTING. All notices and other communications hereunder shall be in writing and shall be given in accordance with the provisions of the Loan Agreement. All requests under Section 9-210 of the UCC: (i) shall be made in a writing signed by an authorized person; (ii) shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight courier of national reputation; (iii) shall be deemed to be sent when received by the Bank; and (iv) shall otherwise comply with the requirements of Section 9-210. The Debtor requests that the Bank respond to all such requests which on their face appear to come from an authorized individual and releases the Bank from any liability for so responding. The Debtor shall pay the Bank the maximum amount allowed by law for responding to such requests.

11. COUNTERPARTS. This Security Agreement may be executed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers, thereunto duly authorized, as of the date first above written.

Address:

6600 West Calumet Road
Milwaukee, WI 53223

SINY CORP. d/b/a Roller Fabrics

By: 

Name:

Daniel Strykin

Title:

President

Address:

111 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

JPMORGAN CHASE BANK, N.A.

By: 

Name: Michael Giel

Title: Assistant Vice President

MW976425_2

LIST OF EXHIBITS

Exhibit A Patents

Exhibit B Trademarks

Exhibit 3(i) Schedule of Fixture Locations (legal description/record owner name)

Exhibit 3(j) Schedule of Business Names and Addresses

Exhibit A**PATENTS**

PATENT	COUNTRY	APP NO. / PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
SILVER-KNIT MATERIAL	US	6,766,668	07/27/2004	Issued	Daniel L. Sinykin
METHOD AND APPARATUS TO SPLICE AND WIND	US	10/827,122	04/19/2004	Pending	Siny Corp.
SILVER KNIT MATERIAL WITH GAPS	US	60/609,668	09/14/2004	Pending	Daniel L. Sinykin

Exhibit B**TRADEMARKS**




MARK	COUNTRY/ STATE	SERIAL NO. / REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
	US	2,311,460	01/25/2000	Registered	Siny Corp.
	US	2,272,293	08/24/1999	Registered	Siny Corp.
DAD 'N ME	US	2,354,570	06/06/2000	Registered	Siny Corp.
THE SECRET'S IN THE WOOL	US	2,269,016	08/10/1999	Registered	Siny Corp.
THE SECRET'S IN THE WOOL	US	2,265,520	07/27/1999	Registered	Siny Corp.
	US	2,129,493	01/13/1998	Registered	Siny Corp.
WORKIN' WOOLY	US	2,093,485	09/02/1997	Registered	Siny Corp.
FOAMFAB	US	78/445,164	07/02/2004	Pending	Roller Fabrics
SCHUEDE	US	2,770,181	09/30/2003	Registered	Roller Fabrics
PALACE PET PRODUCTS TREAT YOUR PET LIKE ROYALTY	US	2,425,287	01/30/2001	Registered	Roller Fabrics
PALACE PET BEDS TREAT YOUR PET LIKE ROYALTY	US	2,423,461	01/23/2001	Registered	Roller Fabrics

Exhibit 3(i)**FIXTURE LOCATIONS****A. Location:**

1725 E. Delavan Drive
Janesville, Wisconsin 53546

Legal Description:

See Attached Addendum A

Record Owner Name:

Olson Capital Investments, LLC

B. Location:

6600 West Calumet Road
Milwaukee, Wisconsin 53223-4185

Legal Description:

See Attached Addendum B

Record Owner Name:

Habush Industrial Properties LLC

ADDENDUM A

PARCEL A

PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 6, T.2N., R.13E. OF THE 4TH P.M., CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF BURMEISTER'S SUBDIVISION (A RECORDED SUBDIVISION); THENCE N 86° 19' 10" W. ALONG THE CENTERLINE OF EAST DELAVAN DRIVE; 1319.60 FEET TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 6; THENCE N. 0° 25' 50" W. ALONG SAID NORTH AND SOUTH CENTERLINE, 66.19 FEET; THENCE S. 86° 19' 10" E. PARALLEL WITH THE CENTERLINE OF EAST DELAVAN DRIVE, 124.38 FEET; THENCE N. 4° 02' 10" E. ALONG THE EAST LINE OF TODD DRIVE, 547.79 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EAST LINE, ALONG A CURVE CONVEXED NORTHWESTERLY, 262.83 FEET, HAVING A RADIUS OF 373.06 FEET AND A CHORD BEARING N. 24° 13' 10" E. 257.43 FEET TO A POINT OF TANGENCY; THENCE N. 44° 24' 10" E. CONTINUING ALONG SAID EAST LINE 107.81 FEET; THENCE S. 0° 25' 30" E. 96.22 FEET; THENCE S. 70° 09' 10" E. 255.27 FEET; THENCE NORTH 44° 24' 10" E. 112.13 FEET TO THE CENTERLINE OF THE ORIGINAL 120 FOOT EASEMENT TO WISCONSIN POWER AND LIGHT CO. (AS MONUMENT); THENCE N. 81° 27' E. ALONG SAID LINE, 324.54 FEET; THENCE S. 59° 48' 35" E. 211.62 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONVEXED NORTH WESTERLY, 63.00 FEET, A RADIUS OF 306.40 FEET AND A CHORD BEARING N. 34° 33' 45" E. 62.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 40° 27' 10" E. 137.00 FEET TO THE SOUTHWESTERLY LINE OF SHARON ROAD; THENCE S. 49° 32' 50" E. ALONG SAID SOUTHWESTERLY LINE, 35.00 FEET; THENCE S. 0° 04' 10" W. 54.02 FEET; THENCE S. 40° 27' 10" W. 95.86 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY, ALONG A CURVE AND CONVEXED NORTHWESTERLY, 139.32 FEET, HAVING A RADIUS OF 236.40 FEET AND A CHORD BEARING S. 23° 34' 10" W. 137.31 FEET; THENCE S. 89° 03' 35" E. 116.81 FEET; THENCE S. 0° 01' 25" W. 718.94 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF THE NE 1/4 OF SECTION 6, T.2N., R.13E. OF THE 4TH P.M., CITY OF JANESVILLE, ROCK COUNTY WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1 OF A CERTIFIED SURVEY MAP DOCUMENT NO. 914349 AS RECORDED IN VOL. 9, PAGES 64 AND 65 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN, SAID CORNER BEING LOCATED ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 6 AND ALSO BEING THE POINT OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE NORTH ALONG SAID NORTH-SOUTH CENTERLINE, 19.0 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST DELAVAN DRIVE; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE, 1317.6 FEET MORE OR LESS TO THE EAST CITY LIMITS LINE OF THE CITY OF JANESVILLE; THENCE WEST AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF EAST DELAVAN DRIVE, 1320.00 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF AFORESAID LOT 1 AND THE POINT OF BEGINNING; EXCLUDING THEREFROM THE 70.0 FOOT WIDE TODD DRIVE RIGHT OF WAY.

EXCEPTING, PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T.2N., R.13E. OF THE 4TH P.M., CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE MONUMENT AT THE NW CORNER OF EAST DELAVAN DRIVE AND TODD DRIVE (ALSO BEING THE SE CORNER OF LOT 1 OF A CERTIFIED SURVEY MAP AS RECORDED IN VOL. 9, PAGES 64 AND 65); THENCE S. 86° 19' 10" E. 70 FEET TO AN IRON PIN MONUMENT; THENCE N. 4° 02' 10" E. ALONG THE EAST LINE OF SAID TODD DRIVE, 547.79 FEET TO AN IRON PIN MONUMENT AT A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EAST LINE, ALONG A CURVE CONVEXED NORTHWESTERLY 262.83 FEET, HAVING A RADIUS OF 373.06 FEET AND A CHORD BEARING N. 24° 13' 10" E. 257.43 FEET TO AN IRON PIN MONUMENT AT A POINT OF TANGENCY, ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE N. 44° 24' 10" E. CONTINUING ALONG SAID EAST LINE, 107.8 FEET TO AN IRON PIN MONUMENT; THENCE S. 0° 25' 30" E. 96.22 FEET TO AN IRON PIN MONUMENT; THENCE N 75° 50' 55" W 78.53 FEET TO THE PLACE OF BEGINNING.

Addendum B**Legal Description**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6192, RECORDED ON FEBRUARY 15, 1996 ON REEL 3735 ON IMAGES 686 TO 689 AS DOCUMENT NO. 7183055, BEING A REDIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6131, BEING A PART OF THE NW $\frac{1}{4}$, SW $\frac{1}{4}$, AND SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 15, T8N, R21E, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Exhibit 3(j)**BUSINESS NAMES AND ADDRESSES/COLLATERAL LOCATIONS**Business Names

Roller Fabrics

Business Addresses/Collateral Locations

Chief Executive Office:

6600 West Calumet Road
Milwaukee, Wisconsin 53223

Other Collateral Locations:

1725 E. Delavan Drive
Janesville, Wisconsin 53546

2107 South 1st Street
Milwaukee, Wisconsin 53207

2124 Angie Avenue
Green Bay, Wisconsin 54302

Main Street & Shurs Lane
Philadelphia, Pennsylvania 19127

7421 South 6th Street
Oak Creek, Wisconsin 53154

2510 West Hampton Avenue
Milwaukee, Wisconsin 53209

1746 Executive Drive
Oconomowoc, Wisconsin 53066

300 South Prairie Avenue
Waukesha, Wisconsin 53186