

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Waco International Corporation			08/31/2005
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	600 Superior Avenue, E		
Internal Address:	Mailcode A6512A		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	5145030		
Patent Number:	4459634		
Application Number:	09475906		
Patent Number:	4732633		
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2166228672		
Email:	tconnors@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	800 Superior Avenue		
Address Line 2:	1400 McDonald Investment Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	31055.04000		
NAME OF SUBMITTER:	Timothy J. Connors		

CH \$160.00 5145030

**PATENT**

**500063718**

**REEL: 016851 FRAME: 0418**

**Total Attachments: 5**

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**PATENT**

**REEL: 016851 FRAME: 0419**

## 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)/Execution Date(s):**

Waco International Corporation

Execution Date(s) August 31, 2005

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: Fifth Third Bank

Internal Address: Mailcode A6512A

Street Address: 600 Superior Avenue, E

City: Cleveland

State: OH

Country: US Zip: 44114

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)

B. Patent No.(s)

See attached Exhibit A.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Timothy J. Connors

Internal Address: \_\_\_\_\_

Street Address: 800 Superior Avenue

1400 McDonald Investment Center

City: Cleveland

State: Ohio Zip: 44114

Phone Number: (216) 622-8672

Fax Number: (216) 241-0816

Email Address: tconnors@calfee.com

**6. Total number of applications and patents involved:**

4

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00**

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

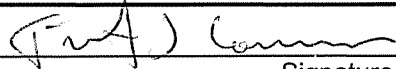
**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-0172

Authorized User Name Timothy J. Connors

**9. Signature:**



Signature

December 6, 2005

Date

Timothy J. Connors

Name of Person Signing

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

5

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

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
PATENTS AND PATENT APPLICATIONS**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS** (this "Agreement") is made as of August 31, 2005, by **Waco International Corporation**, a California corporation, having an office at 4545 Spring Road, Cleveland, Ohio 44131 ("Grantor") in favor of **Fifth Third Bank**, an Ohio banking corporation, having an office at 600 Superior Avenue E, Mailcode A6512A, Cleveland, Ohio 44114.

**RECITALS**

A. Grantor is the owner of certain patents and patent applications listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Credit and Security Agreement dated as of August 31, 2005 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, certain of its Affiliates, and Fifth Third Bank, as lender and LC Issuer (the "Lender"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lender will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant Lender, a security interest in all of its right, title and interest in and to the patents and patent applications listed on Exhibit A hereto and incorporated herein by reference as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the patents and patent applications which are the subject hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to Lender, as security for the Obligations, a security interest in and to the patents and patent applications listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, a security interest in and to all patents and patent applications acquired by Grantor after the date hereof.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the patents and patent applications listed in Exhibit A and to all patents and patent applications acquired by Grantor after the date hereof.

3. Upon payment in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Grantor all releases, assignments and instruments as may be necessary or proper to re-vest in Grantor full title to the patents, and patent applications, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

WACO INTERNATIONAL CORPORATION  
("GRANTOR")



By: Lawrence L. Napolitan  
Its: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

SS:

COUNTY OF CUYAHOGA

On this 31st day of August, 2005, before me personally came Lawrence L. Napolitan, to me known, who, being duly sworn, did depose and state that he is the Chief Financial Officer of Waco International Corporation, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.

*Cindy Oberdorff*

Notary Public

[SEAL]

My commission expires: \_\_\_\_\_



CINDY OBERDORFF  
Notary Public, State of Ohio  
My Commission Expires  
October 20, 2009

EXHIBIT A

US PATENTS AND PATENT APPLICATIONS

Title	Serial No.	Grant Date
GUARD RAIL POST	5,145,030	09/08/92
SCAFFOLD CONNECTOR ASSEMBLY	4,459,634	10/29/85
TUBULAR FRAME SCAFFOLDING	9,475,906	9/3/2002
ADJUSTING SCREW RETAINER	4,732,633	2/9/1998

All Patents held by Waco International Corporation