

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement First Lien

CONVEYING PARTY DATA

Name	Execution Date
E K Success Ltd.	02/17/2006

RECEIVING PARTY DATA

Name:	PNC Bank National Association, as administrative agent
Street Address:	500 First Avenue
Internal Address:	Firstside Center, 4th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6854184
Patent Number:	6826838
Patent Number:	6644483
Patent Number:	D481608
Patent Number:	6560891
Patent Number:	D470026
Patent Number:	6453573
Patent Number:	6418635
Patent Number:	6361076
Patent Number:	D435064
Patent Number:	6112425
Patent Number:	D420386
Application Number:	29230752
Application Number:	11030582

OP \$560.00 6854184

PATENT

500080079

REEL: 017198 FRAME: 0142

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Christopher Dore

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Address Line 2: Mayer Brown Rowe & Maw LLP

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NAME OF SUBMITTER:

Christopher Dore

Total Attachments: 7

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PATENT SECURITY AGREEMENT (FIRST LIEN)

This PATENT SECURITY AGREEMENT, dated as of February 17, 2006 (this "Agreement"), is made by E K Success Ltd., a New York corporation (the "Grantor"), in favor of PNC Bank, National Association, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit and Guaranty Agreement (First Lien), dated as of February 17, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the various financial institutions and other Persons from time to time parties thereto (each a "Lender"), and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement (First Lien), dated as of February 17, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, and wherever located, (the "Patent Collateral"): all of the Grantor's right, title and interest throughout the world in and to:

(a) all inventions and discoveries, whether patentable or not, and all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, and each patent and patent application referred to in Schedule I attached hereto ("Patents");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all express or implied Patent licenses, and other agreements for the grant by or to the Grantor of any right to use any items of the type referred to in clauses (a) and (b) above, each a "Patent License";

(d) the right to sue third parties for past, present or future infringements of any Patent owned by the Grantor, and for breach or enforcement of any Patent License; and

(e) all proceeds of the foregoing, including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits.

Notwithstanding the foregoing, the term "Patent Collateral" shall not include the items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Patent Collateral with the U.S. Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of an irreconcilable conflict, the Security Agreement shall control.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of each of the Administrative Agent and the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the Governing Law provision set forth in Section 7.10 thereof) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document and Secured Instrument. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

E K SUCCESS LTD.

By: 
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: MICHAEL T. RAYNOR
Title: SVP

SCHEDULE I
to Patent Security Agreement

Patents

Issued Patents

<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
USA	Blade cover for cutting device	6,854,184	2/15/05
USA	Clip-on corner alignment device	6,826,838	12/7/04
USA	Hanger display assembly	6,644,483	11/11/03
USA	Cutting device	D481,608	11/4/03
USA	Punch tool alignment device	6,560,891	5/13/03
USA	Scissor	D470,026	2/11/03
USA	Rubber stamp positioning device	6,453,573	9/24/02
USA	Page maker template	6,418,635	7/16/02
USA	Spinning disk assembly	6,361,076	3/26/02
USA	Cutting mat	D435,064	12/12/00
USA	Border, corner and cut-out template	6,112,425	9/5/00
USA	Banded marker	D420,386	2/8/00

Pending Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
USA	29/230,752	5/25/05	Inventors Kim M. Nork and Rebecca Nocella ¹
USA	11/030,582	1/5/05	Inventors Chung Heng Lee and Rebecca Nocella ²

Patent Applications in Preparation

None.

¹ This patent application has been assigned to EK Success Ltd.

² Ms. Rebecca Nocella's interest in this patent application has been assigned to EK Success Ltd. EK Success Ltd. has obtained rights to use Mr. Chung Heng Lee's interest in this patent application pursuant to an Amendment, dated February 9, 2006, by and between EK Success, Ltd., Waltjun Industrial, Inc., Cheng Ho Lee and Chung Heng Lee, to the License Agreement, dated April 11, 2000, by and between Waltjun Industrial, Inc. and EK Success Ltd.