

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Sage Parts Plus, Inc.	03/23/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LaSalle Business Credit, LLC, as Agent
<b>Street Address:</b>	2 Commerce Square 2001 Market Street, Ste 2610
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5355917
Patent Number:	5915654
Patent Number:	5927355
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	3016380511
<b>Email:</b>	ipresearchplus@comcast.net
<b>Correspondent Name:</b>	IP Research Plus, Inc.
<b>Address Line 1:</b>	21 Tadcaster Circle
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602
<b>ATTORNEY DOCKET NUMBER:</b>	30660
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa

**CH \$120.00 5355917**

Total Attachments: 6

**500088085**

**PATENT  
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**PATENT GRANT OF SECURITY**

WHEREAS, Sage Parts Plus, Inc., a Delaware corporation, located at 25 Dubon Court, Farmingdale, New York 11735 ("Borrower"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are filings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, LLC ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent"), pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated as of July 25, 2005, among Agent, Lenders and Borrower and (ii) a certain Patent Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
March 23, 2006

Sage Parts Plus, Inc.

By:   
Name: Mark Pollack  
Its: President

LaSalle Business Credit, LLC, as Agent

By: \_\_\_\_\_  
Name:  
Its:

**PATENT GRANT OF SECURITY**

WHEREAS, Sage Parts Plus, Inc., a Delaware corporation, located at 25 Dubon Court, Farmingdale, New York 11735 ("Borrower"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are filings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, LLC ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent"), pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated as of July 25, 2005, among Agent, Lenders and Borrower and (ii) a certain Patent Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

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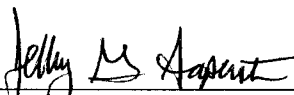
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
March 23, 2006

Sage Parts Plus, Inc.

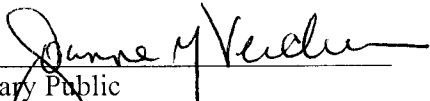
By: \_\_\_\_\_  
Name:  
Its:

LaSalle Business Credit, LLC, as Agent

By:   
Name: JEFFREY G-SAPERSTEIN  
Its: VICE PRESIDENT

STATE OF NEW YORK )  
: ss.:  
COUNTY OF SUFFOLK )

On this 6<sup>th</sup> day of March, 2006, before me personally came Mark Pollack, to me known, who, being by me duly sworn, did depose and say that he is the President of Sage Parts Plus, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**JOANNE M. VERDEROSA**  
Notary Public, State of New York  
No. 01VE6119429  
Qualified in Suffolk County  
Commission Expires November 29, 2008

STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of February, 2006, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 : ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of March, 2006, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of Sage Parts Plus, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF Pennsylvania )  
 : ss.:  
COUNTY OF Philadelphia )

On this 6<sup>th</sup> day of March, 2006, before me personally came Jeffrey Superstein, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

Anne L. Gronball  
Notary Public

NOTARIAL SEAL  
ANNE L. GRONBALL, Notary Public  
City of Philadelphia, Philadelphia County  
Notary Commission Expires 02/28/2011

SCHEDULE A

Schedule A to a Patent Assignment of Security dated March ~~22~~, 2006, by and between Sage Parts Plus, Inc. and LaSalle Business Credit, LLC, as Agent.

Title of Patent	Registration No.	<u>Registration Date</u>
Pre-Conditioned Air Adapter Chute	US Patent # 5355917	10/18/94
Pre-Conditioned Air Connection Ring	US Patent #5915654	6/29/99
Pre-Conditioned Air Adapter	US Patent #5927355	7/27/99