

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

Our Docket No.: 110000-100
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)

Insight Equity A.P. X, LP

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____

Street Address: 1 PNC Plaza

249 Fifth Avenue

City: Pittsburgh State: Pennsylvania

Country: USA Zip: 15222-2707

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

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

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

Execution Date(s) December 1, 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):

A. Patent Application No. (s)

10/278,251, 10/684,202, 11/082,605, 11/103,373,
11/207,373, 11/368,929, 11/199,006 and 60/722,848

☐ This document is being filed together with a new application.

B. Patent No. (s)

6,833,159, 6,858,732, 6,863,843, 6,886,937 and 6,814,896

Additional numbers attached? ☐ Yes ☒ No

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

Name: James W. Inskeep, Esq.

Internal Address: INSKEEP INTELLECTUAL
PROPERTY GROUP, INC.

Street Address: 2281 W. 190th Street, Suite 200

City: Torrance

State: CA ZIP: 90504

Phone Number: 310.755.7800

Fax Number: 310.327.3466

Email Address: Jinskeep@inskeeplaw.com

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 520.00

- ☒ 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 9007
Expiration Date 09/07
b. Deposit Account Number 50-2809
Authorized User Name James W. Inskeep

9. Signature:



Signature

June 15, 2006

Date

James W. Inskeep, Esq. (Reg. No. 33,910)

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT

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PATENT AND PATENT APPLICATION SECURITY AGREEMENT

THIS PATENT AND PATENT APPLICATION SECURITY AGREEMENT ("Agreement") is among INSIGHT EQUITY A.P. X, LP, a Texas limited partnership (the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent (as defined herein below) for the Lenders (as defined herein below) (the "Secured Party").

WHEREAS, the Debtor has acquired, adopted, and used and is using, the patents and/or patent applications listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

WHEREAS, the Debtor, certain Affiliates of the Debtor, the financial institutions party thereto from time to time (collectively, the "Lenders") and the Secured Party, as a Lender and as agent for the Lenders (in such capacity, "Agent"), have concurrently herewith entered into a Amended and Restated Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") pursuant to which the Secured Party has acquired security interests in said patents and/or patent applications thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign and convey a lien and security interest to the Secured Party in all rights, titles and interests of the Debtor in and to the said patents and patent applications, together with the goodwill of the business symbolized by such patents and patent applications (all such property being referred to collectively herein as the "Patent Collateral").

The Debtor further covenants and warrants to the Secured Party as follows:

- (a) the Debtor is the sole and exclusive owner of the Patent Collateral and all rights comprised of the Patent Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) none of the Patent Collateral has heretofore been pledged, hypothecated or otherwise encumbered, and is in all aspects free and clear of any encumbrances;
- (c) except as set forth on Schedule 5.8(b) to the Loan Agreement, to the Debtor's knowledge the validity of the Patent Collateral has never been questioned;
- (d) the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and
- (e) the Patent Collateral and all rights comprised of the Patent Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS PATENT AND PATENT APPLICATION SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH AND GOVERNED BY APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TEXAS, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

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IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Patent and Patent Application Security Agreement as of this 1st day of December, 2005.

DEBTOR:

INSIGHT EQUITY A.P. X, LP

By: Insight Equity A.P. X Company, LLC
Title: General Partner

By: Ted Beneski
Name: Ted Beneski
Title: Chairman of the Board

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 1st day of December, 2005, before me personally came Ted Beneski to me known, who being by me duly sworn, did depose and say that he is the Chairman of the Board of Insight Equity A.P. X Company, LLC, a limited liability company and the general partner of Insight Equity A.P. X, LP which is the limited partnership described in and which executed the foregoing agreement, and that he signed his name thereto as the act and deed of such limited liability company in its capacity as general partner, and for and on behalf, of Insight Equity A.P. X, LP by order of the majority of the Managers of such limited liability company.



Linda G. McKie
Notary Public in and for the State of Texas
Printed Name of Notary: _____
Commission Expires: _____

EXHIBIT A

PatentsU.S. PATENT APPLICATIONS

<u>Patent Application Number</u>	<u>Description</u>
10/278,251	Method for applying a coating to an optical substrate by thermal vaporization of an organosilicon compound using a non-sintered porous inorganic oxide matrix material
10/684,202	Polarizing plate and plastic optical article
11/082,605	Method and device to enhance the readability of a liquid crystal display through polarized lenses
11/103,373	Primer-less abrasion coating for organic glass articles
11/207,373	Polarizing plate with melanin
11/368,929	Forming method for polymeric laminated wafers comprising different film materials
11/199,006	Polarizing plate and eyewear plastic article containing the same
60/722,848	Photochromic lens

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6,833,159	Method for applying hydrophobic anti-reflection coatings to lenses and lens blanks
6,858,732	Photochromic benzodioxine fused naphthopyran compounds, compositions and articles containing those naphthopyran compounds
6,863,843	Naphthopyran compounds, photoresponsive compositions and lenses
6,886,937	Ophthalmic lens with graded interference coating
6,814,896	Production of optical elements