

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Century Tool & Manufacturing Company	08/23/2006

RECEIVING PARTY DATA

Name:	First Business Capital Corp.
Street Address:	401 Charmany Drive
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6604488
Patent Number:	6516750
Patent Number:	0502293
Patent Number:	0505755
Patent Number:	0511866
Application Number:	29237872
Application Number:	29237891
Application Number:	29239157
Application Number:	29244389
Application Number:	29244390

CORRESPONDENCE DATA

Fax Number: (414)272-7265

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

Phone: 414-272-0760

Email: alsolochek@hswmke.com

PATENT

500145777

REEL: 018194 FRAME: 0286

OP \$400.00 6604488

Correspondent Name: Albert Solochek
Address Line 1: 324 E. Wisconsin Ave., Suite 1100
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:

Albert Solochek

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 13, 2006, is made by and between Century Tool & Manufacturing Company, an Illinois corporation having a business location at the address set forth below next to its signature (the "Debtor"), and First Business Capital Corp. (the "Secured Party"), and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"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.

"Security Interest" has the meaning given in Section 2.

"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, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled

with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all 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 the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks 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). If after the date hereof, the Debtor owns or controls any 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 B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. 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: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to

execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) 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 (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

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

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the 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 Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party 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 (ii) 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.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party 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 Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, 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 this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents 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 Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

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

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of _____ without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.

By: [Signature]
Its: S.V.P.

First Business Capital Corp.
401 Charmany Drive
Post Office Box 44961
Madison, Wisconsin 53744-4961

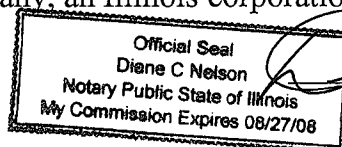
CENTURY TOOL &
MANUFACTURING COMPANY

By: [Signature]
Its: President

Century Tool & Manufacturing Company
1462 US Route 20
Cherry Valley, IL 61016

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2006, by MARK LUNDSTROM, the President of Century Tool & Manufacturing Company, an Illinois corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 23rd day of August, 2006, by Peta J. Lourey, a S.V.P. of First Business Capital Corp.

[Signature]
Notary Public

My Com. is permanent

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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**Intellectual Property
Century Tool & Mfg. Co.**

Patents

1. **Wildlife Feeder** (nominally 7558 Squirrel Munch Box) **Utility Patent US 6,604,488 Issued Aug 12, 2003** Good for 20 years from initial filing of Dec 10, 2001. Assignee: Century Tool. Maintenance fees: \$445 due Aug 12, 2006 to Jan 12, 2007; \$1,025 due Aug 12, 2010 to Jan 12, 2011; \$1,575 due Aug 12, 2014 to Jan 12, 2015.
2. **Modular Birdhouse** (nominally purple martin system) **Utility Patent US 6,516,750 Issued Feb 12, 2003.** Licensed to Century Tool by Jerry Heinzeroth.
3. **Hummingbird Feeder** (plastic molded top with leaf design) **Design Patent US D502,293 S Issued Feb 22, 2005 B** Issued to James Robert Harger, Assigned to Century Tool. No Maintenance fees on Design Patents, 14 year life with no extensions.
4. **Tube Bird Feeder** (Ringed tube feeder with no connecting rods) **Design Patent US D505,755 S May 31, 2005** Issued to R Lundstrom and A Burlini Assigned to Century Tool. 14 year life, no maintenance fees or extension.
5. **Bird Feeder with Gridwork** (Ringed tube feeder with connecting rods) **Design Patent US D511,866 S Nov 22, 2005** Issued to R Lundstrom and A Burlini Assigned to Century Tool. 14 year life, no maintenance fees or extension.

Applications Pending

3. **Bird Feeder (Hopper Design)** Design Patent Application Sept 8, 2005 SN 29/237,872 (We call this the rectangular tube feeder-Josh Wendell's project)
4. **Bird Feeder (Hopper Design)** Design Patent Application Sept 9, 2005 SN 29/237,891 (We call this the Chalet type small hopper feeder- Al B. & Josh project)
5. **Bird Bath** (Golden Mean type) Design Patent Application Sept 27, 2005 SN 29/239,157 (Jim Gross)
6. **Wildlife Feeder** Design Patent Application Dec 9, 2005 SN 29/244,389 (We call this the squirrel-go-round Ralph Hoekstra's project)
7. **Wildlife Feeder** Design Patent Application Dec 9, 2005 SN 29/244,390 (We call this the squirrel munch box -Josh Wendell's project)

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

**Intellectual Property
Century Tool & Mfg. Co.**

Trademarks, Copyrights

1. **Bird Bonanza** US Trademark No. 2,798,526 Dec 23, 2003 for ten years. May be renewed during one year period prior to Dec 23, 2013. **Affidavit of use must be filed between Dec 23, 2008 and Dec 23, 2009** or registration is automatically cancelled.
2. **Corn Trapper** US Trademark No. 2,732,789 July 1, 2003 for ten years. May be renewed during one year period prior to Jul 1, 2013. **Affidavit of use must be filed between July 1, 2008 and July 1, 2009** or registration is automatically cancelled.
3. **Squirrel Diner** US Trademark No. 2,738,293 July 15, 2003 for ten years. May be renewed during one year period prior to July 15, 2013. **Affidavit of use must be filed between July 15, 2008 and July 15, 2009** or registration is automatically cancelled.
4. **Cherry Valley** (words with logo) US Trademark No. 2,644,056 Oct 29, 2002 for ten years. May be renewed during one year period prior to Oct 29, 2012. **Affidavit of use must be filed between Oct 29, 2007 and Oct 29, 2008** or registration is automatically cancelled.
5. **Pic-A Seed** US Trademark No. 2,527,229 Jan 8, 2002 for ten years. May be renewed during one year period prior to Jan 8, 2012. **Affidavit of use must be filed between Jan 8, 2007 and Jan 8, 2008** or registration is automatically cancelled.
6. **Heritage Farms** (name with logo) US Trademark No. 2,536,152 Feb 5, 2002 for ten years. May be renewed during one year period prior to Feb 5, 2012. **Affidavit of use must be filed between Feb 5, 2007 and Feb 5, 2008** or registration is automatically cancelled.
7. **Squirrels Delight** US Trademark No. 2,536,153 Feb 5, 2002 for ten years. May be renewed during one year period prior to Feb 5, 2012. **Affidavit of use must be filed between Feb 5, 2007 and Feb 5, 2008** or registration is automatically cancelled.
8. **Absolute** US Trademark No. 2,542,699 Feb 26, 2002 for ten years. May be renewed during one year period prior to Feb 26, 2012. **Affidavit of use must be filed between Feb 26, 2007 and Feb 26, 2008** or registration is automatically cancelled.
9. **Sculptural Gardens by Heritage Farms** US Trademark No. 2,961,508 June 7, 2005 and good for ten years. **Affidavit of use must be filed between June 7, 2010 and June 7, 2011** or registration cancels.

**Intellectual Property
Century Tool & Mfg. Co.**

Intent to Use Trademark Applications
(In process, not yet formally granted)

1. **Century (logo)** Application 78/707,982 as of Sept 7, 2005 This is for intent to use on a broad category of propane appliances, accessories and toilet related items. More legally specific definitions are in the application.
2. **Mighty Lite** Application 78/707,916 as of Sept 7, 2005 This is for in use for propane lanterns and Intent-to-use for battery operated lanterns.

**Intellectual Property
Century Tool & Mfg. Co.**

Visual Arts Certificate

1. **Elegance Sculpture Visual Art Copyright** (version of garden stands) **VA 1-219-693**
Registered **July 8, 2003** good for 95 years (2098)
2. **Dynasty Sculpture Visual Art Copyright** (version of garden stands) **VA 1-219-693**
Registered **July 8, 2003** good for 95 years (2098)