

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
Cleaning Technologies Group, LLC	09/22/2006

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263

PROPERTY NUMBERS Total: 50

Property Type	Number
Patent Number:	4736130
Patent Number:	4743789
Patent Number:	4870953
Patent Number:	4899733
Patent Number:	4932469
Patent Number:	4965431
Patent Number:	4972683
Patent Number:	4997035
Patent Number:	5031924
Patent Number:	5076557
Patent Number:	5304115
Patent Number:	5368053
Patent Number:	5397301
Patent Number:	5540656
Patent Number:	5830127

PATENT

500159771

REEL: 018338 FRAME: 0393

CH \$2000.00 4736130

Patent Number:	5834871
Patent Number:	5879314
Patent Number:	5919376
Patent Number:	6002195
Patent Number:	6016821
Patent Number:	6150753
Patent Number:	6172444
Patent Number:	6181051
Patent Number:	6181052
Patent Number:	6242847
Patent Number:	6276374
Patent Number:	6286523
Patent Number:	6288476
Patent Number:	6302123
Patent Number:	6313565
Patent Number:	6433460
Patent Number:	6462461
Patent Number:	6538360
Patent Number:	6691578
Patent Number:	6822372
Patent Number:	6914364
Patent Number:	6946773
Patent Number:	7004016
Patent Number:	7019439
Application Number:	09677519
Application Number:	09677521
Application Number:	10825036
Application Number:	10855135
Application Number:	11001743
Application Number:	11047110
Application Number:	11115768
Application Number:	11173468
Application Number:	11177750
Application Number:	11177871
Application Number:	11241327

PATENT

REEL: 018338 FRAME: 0394

CORRESPONDENCE DATA

Fax Number: (414)277-0656

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

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Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:

020894-0001

NAME OF SUBMITTER:

Christopher B. Austin

Total Attachments: 7

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Rider to Security Agreements – Patents

THIS RIDER TO SECURITY AGREEMENTS (“Rider”) is executed as of this 22nd day of September, 2006, by and between **CLEANING TECHNOLOGIES GROUP, LLC**, a Delaware limited liability company (the **“Grantor”**) with an address at with an address at 4933 Provident Drive, Cincinnati, Ohio 45246 and **FIFTH THIRD BANK** (the **“Bank”**), with an address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263. This Rider is incorporated into and made part of those certain Security Agreements (**“Security Agreements”**) between the Grantor and the Bank dated September 22, 2006, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank, as senior lender and junior lender (all such documents including this Rider being collectively referred to as **“Loan Documents”**). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreements) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Bank the Patent Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Security Agreements and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Bank a lien and security interest in (a) all of the Grantor’s right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the **“Patents”**); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the **“Applications”**); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the **“Reissued Patents”**); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the **“Patent Rights”**); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the **“Claims”**) (the Patent Rights and Claims collectively referred to as the **“Patent Collateral”**).

2. Representations and Warranties. The Grantor warrants and represents to the Bank that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. Covenants. The Grantor further covenants to the Bank that, until all of the Obligations have been satisfied in full, (a) the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor’s obligations under this Rider or which restrict or impair the Bank’s rights hereunder; (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this

Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral, and (c) Grantor will maintain the Patent Collateral in full force and effect, unless Grantor determines in its reasonable business judgment that such Patents are no longer material to its business.

4. Intentionally deleted.

5. Negative Pledge. The Grantor shall not sell or assign (by operation of law or otherwise) other than in the ordinary course of business, or further encumber its rights and interest in the Patent Collateral, other than licenses or similar agreements entered into in the ordinary course of business, without prior written consent of the Bank.

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to assign all rights in the Patent Collateral to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. Prosecution of Patent Applications. (a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Bank.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Bank.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Bank may, at the Bank's option, be joined as a nominal party to such suit if the Bank

shall be satisfied that such joinder is necessary and that the Bank is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. Subject to Security Agreements. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistent with Security Agreements. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreements, the language of the Security Agreements shall control. The terms and conditions of the Security Agreements are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Patent Collateral.

11. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.

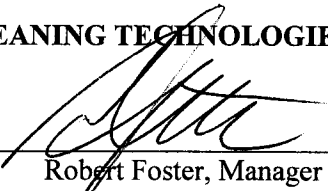
13. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

Executed as of the date first written above.

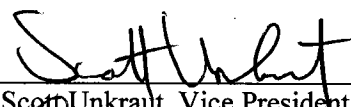
CLEANING TECHNOLOGIES GROUP, LLC

By: _____

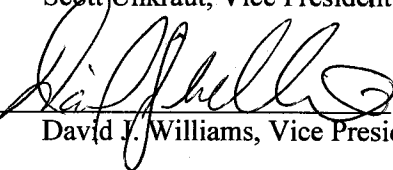

Robert Foster, Manager

FIFTH THIRD BANK

By: _____


Scott Unkraut, Vice President

By: _____


David J. Williams, Vice President

STATE OF OHIO

COUNTY OF HAMILTON

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ss:

The foregoing instrument was acknowledged before me on September 21, 2006 by Robert Foster, the Manager of Cleaning Technologies Group, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Teri Goldman

Notary Public

My commission expires:

n/a

STATE OF OHIO

COUNTY OF HAMILTON

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ss:

The foregoing instrument was acknowledged before me on September 21, 2006 by Scott Unkraut, the Vice President of FIFTH THIRD BANK, an Ohio corporation, on behalf of such corporation.

Teri Goldman

Notary Public

My commission expires:

n/a

STATE OF OHIO

COUNTY OF HAMILTON

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ss:

The foregoing instrument was acknowledged before me on September 21, 2006 by David J. Williams, the Vice President of FIFTH THIRD BANK, an Ohio corporation, on behalf of such corporation.

Teri Goldman

Notary Public

My commission expires:

n/a

SCHEDULE A TO RIDER TO SECURITY AGREEMENTS - PATENTS

Patent No.	App. No.	Country	Filing Date	Issue Date	Prov. App.	Assigned To
4,736,130	07/002,434	US	1/9/1987	4/5/1988		No Record (Puskas Inventor)
4,743,789	07/002,732	US	1/12/1987	5/10/1988		No Record (Puskas Inventor)
4,870,953	07/120,390	US	1/13/1987	10/3/1989		No Record (DeCastro Inventor)
4,899,733	07/286,561	US	12/19/1988	2/13/1990		Blackstone-Ultrasonic, Inc. (DeCastro Inventor)
4,932,469	07/417,049	US	10/4/1989	6/12/1990		Blackstone Corporation
4,965,431	07/397,102	US	8/21/1989	10/23/1990		Blackstone Corporation
4,972,683	07/401,764	US	9/1/1989	11/27/1990		Blackstone Corporation
4,997,035	07/503,468	US	4/2/1990	3/5/1991		Blackstone Corporation
5,031,924	07/443,254	US	11/30/1989	7/16/1991		Blackstone Corporation
5,076,557	07/657,832	US	2/20/1991	12/31/1991		Blackstone Corporation
5,304,115	07/640,190	US	1/11/1991	4/19/1994		Blackstone Corporation
5,368,053	07/737,423	US	7/29/1991	11/29/1994		Blackstone Corporation
5,397,301	08/094,416	US	7/19/1993	3/14/1995		Baxter International, Inc. (DeCastro Inventor)
5,540,656	08/378,047	US	1/24/1995	7/30/1996		Ransohoff Co.
5,830,127	08/689,014	US	8/5/1996	11/3/1998		Baxter International, Inc. (DeCastro Inventor)
5,834,871	08/718,945	US	9/24/2006	11/10/1998	60/023,150	Baxter International, Inc. (DeCastro Inventor)
5,879,314	08/922,188	US	9/2/1997	3/9/1999		Cyberonics (DeCastro Inventor)
5,919,376	08/872,098	US	6/10/1997	7/6/1999		No Record (Puskas Inventor)
6,002,195	09/066,171	US	4/24/1998	12/14/1999		Cyberonics (DeCastro Inventor)
6,016,821	09/097,374	US	6/15/1998	1/25/2000	60/049,717	CAE Ransohoff
6,150,753	08/990,437	US	12/15/1997	11/21/2000		No Record (Puskas Inventor)
6,172,444	09/370,751	US	8/9/1999	1/10/2001		CAE Blackstone (DeCastro Inventor)
6,181,051	09/066,158	US	4/24/1998	1/30/2001		No Record (Puskas Inventor)
6,181,052	09/371,704	US	8/9/1999	1/30/2001		No Record (Puskas Inventor)
6,242,847	09/370,301	US	8/9/1999	6/5/2001	60/049,717	No Record (Puskas Inventor)
6,276,374	09/491,056	US	1/25/2000	8/21/2001		No Record (Puskas Inventor)
6,286,523	09/491,057	US	1/25/2000	9/11/2001		CAE Ransohoff
6,288,476	09/370,324	US	8/9/1999	9/11/2001		CAE Ransohoff
6,302,123	09/473,397	US	12/28/1999	10/16/2001		No Record (Puskas Inventor)
6,313,565	09/504,567	US	2/15/2000	11/6/2001		No Record (Puskas Inventor)
6,433,460	09/678,576	US	10/3/2000	8/13/2002		No Record (Puskas Inventor)
6,462,461	09/609,036	US	6/30/2000	10/8/2002		No Record (Puskas Inventor)
6,538,360	10/029,751	US	10/29/2001	3/25/2003		No Record (Puskas Inventor)
6,691,578	10/376,096	US	2/28/2003	2/17/2004		No Record (Puskas Inventor)
6,822,372	10/178,751	US	6/24/2002	11/23/2004		No Record (Puskas Inventor)
6,914,364	10/167,704	US	6/12/2002	7/5/2005		No Record (Puskas Inventor)

SCHEDULE A TO RIDER TO SECURITY AGREEMENTS - PATENTS

6,946,773	10/814,672	US	3/30/2004	9/20/2005	No Record (Puskas Inventor)
7,004,016	09/370,302	US	8/9/1999	2/28/2006	No Record (Puskas Inventor)
7,019,439	10/208,433	US	7/30/2002	3/28/2006	Blackstone-Ney (DeCastro Inventor)
Abandoned	09/677,519	US	9/30/2000	60/308,994	Unknown (DeCastro Inventor)
Abandoned	09/677,521	US	9/30/2000		Unknown (DeCastro Inventor)
Pending	10/825,036	US	4/15/2004		Unknown (Puskas Inventor)
Pending	10/855,135	US	5/27/2004		Unknown (Puskas Inventor)
Pending	11/001,743	US	12/2/2004		Unknown (DeCastro Inventor)
Pending	11/047,110	US	1/31/2005		Unknown (Puskas Inventor)
Pending	11/115,768	US	4/27/2005		Unknown (Puskas Inventor)
Pending	11/173,468	US	7/1/2005		Unknown (Puskas Inventor)
Pending	11/177,750	US	7/8/2005		Unknown
Pending	11/177,871	US	7/8/2005		Unknown
Pending	11/241,327	US	9/30/2005		Unknown (DeCastro Inventor)