

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
CPAC, Inc.	09/28/2006
RECEIVING PARTY DATA	
Name:	HSBC Business Credit (USA) Inc., as Agent
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D275277
Patent Number:	D275374
Patent Number:	4804452
Patent Number:	5873986
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8003715768
Email:	matthew.mayer@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	80 State Street
Address Line 2:	6th Floor
Address Line 4:	Albany, NEW YORK 12207
NAME OF SUBMITTER:	Matthew Mayer

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Total Attachments: 12
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PATENT COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 28th day of September, 2006, by and between THE FULLER BRUSH COMPANY, INC. a New York corporation having a mailing address at One Fuller Way, Great Bend, Kansas 67530 ("Fuller"), ALLIED DIAGNOSTIC IMAGING RESOURCES, INC., a Delaware corporation having a mailing address at 6455 East Johns Crossing, Duluth, Georgia 30097 ("Allied Diagnostic"), CPAC EQUIPMENT, INC., a New York corporation having a mailing address at 6455 East Johns Crossing, Duluth, Georgia 30097 ("CPAC Equipment"), CPAC, INC., a New York corporation having a mailing address at 2364 Leicester Road, Leicester, New York 14481 ("CPAC", and together with CPAC Equipment, Fuller and Allied Diagnostics, collectively, the "Credit Parties", and each a "Credit Party") and HSBC BUSINESS CREDIT (USA) INC, as agent for Lenders (as defined below) having a mailing address at 452 Fifth Avenue, New York, NY 10018 ("Agent").

BACKGROUND

The Credit Parties have entered into a Financing Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Financing Agreement") with the various financial institutions named therein or which hereafter become a party thereto (each a "Lender", and collectively, "Lenders") and Agent providing for financial accommodations by Agent and Lenders to the Credit Parties. In order to induce Agent and Lenders to execute and deliver the Financing Agreement, each Credit Party agrees to execute and deliver to Agent for its benefit and for the ratable benefit of Lenders this Patent Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, and Agent hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Financing Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Licenses" shall mean the patent license agreements of each Credit Party designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Patents" shall mean all right, title and interest in and to the patent applications and patents shown in the attached Schedule A and those patents which are hereafter obtained or acquired by any Credit Party and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and

Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by any Credit Party.

“Proceeds” shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to any Credit Party from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Credit Party from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, each Credit Party hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a) the entire right, title and interest of such Credit Party in and to the Patents, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all patents, and registrations and applications appurtenant thereto, hereafter acquired or filed by such Credit Party, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and (b) all of such Credit Party’ right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License and (D) the right of such Credit Party to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral”.

3. Representations and Warranties. Each Credit Party covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of such Credit Party’s knowledge, each of the Patents is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Patents violates the rights of any third person;

(d) Such Credit Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents owned by it, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by such Credit Party not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(e) Such Credit Party has the right to enter into this Agreement and perform its terms;

(f) Such Credit Party has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Patents; and

(g) Such Credit Party has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents.

4. Right of Inspection. Each Credit Party hereby grants to Agent and its employees and agents the right to visit such Credit Party's plants and facilities which manufacture, inspect or store products sold under any of the Patents, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Each Credit Party shall use its best efforts to do any and all acts required by Agent to ensure such Credit Party's compliance with paragraph 3(g) above.

5. New Patents.

(a) If, before the Obligations shall have been irrevocably paid in full, any Credit Party shall obtain rights to any new Patents or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 shall automatically apply thereto and such Credit Party shall give Agent prompt written notice thereof.

(b) Each Credit Party's grant Agent a power-of-attorney, irrevocable so long as the Financing Agreement is in existence, to modify this Agreement by amending Schedule A to include any future Patents, including Patent registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Each Credit Party covenant and agree with Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, each Credit Party will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Each Credit Party also hereby authorizes Agent to file any such financing or continuation statement without the signature of such Credit Party to the extent permitted by

applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Patents. No Credit Party will do any act, or omit to do any act, whereby the Patents or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Each Credit Party shall take appropriate action at its expense to halt the infringement of the Patents and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Each Credit Party assume all responsibility and liability arising from the use of the Patents, and each Credit Party hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of such Credit Party's operations of its business from the use of the Patents. (B) In any suit, proceeding or action brought by Agent or any Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, each Credit Party will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of such Credit Party of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Credit Party, and all such obligations of such Credit Party shall be and remain enforceable against and only against such Credit Party and shall not be enforceable against Agent or any Lender.

(d) Limitation of Liens on Collateral. No Credit Party will create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Agent in and to any of such Credit Party's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. No Credit Party will amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Patents as Collateral.

(f) Notices. Each Credit Party will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Patents. No Credit Party will assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Agent.

(h) Exercise of Rights; Delivery of Notices. Each Credit Party shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Patent.

7. Agent's Appointment as Attorney-in-Fact.

(a) Each Credit Party hereby irrevocably constitute and appoint Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Credit Party and in the name of such Credit Party or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of such Credit Party, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of such Credit Party or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against such Credit Party with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as such Credit Party might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, each Credit Party further agree to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to any Credit Party for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Each Credit Party also authorize Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, each Credit Party shall execute and deliver to Agent, in the form of Exhibit I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents pursuant to paragraph 7 hereof.

9. Performance by Agent of Credit Parties' Obligations. If any Credit Party fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by the Credit Parties to Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by any Credit Party under or in connection with any of the Collateral shall be held by such Credit Party in trust for Agent and Lenders, shall be segregated from other funds of such Credit Party and shall forthwith upon receipt by such Credit Party, be turned over to Agent, in the same form as received by such Credit Party (duly indorsed by such Credit Party to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from any Credit Party or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Credit Parties or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights

and remedies of a secured party under the Code. Each Credit Party shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Each Credit Party shall also be liable for the reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as the Obligations are irrevocably satisfied in full and the Financing Agreement is irrevocably terminated, this Agreement shall terminate and Agent shall execute and deliver to each Credit Party all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in such Credit Party full title to the Patents, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent or any Credit Party under this Agreement shall be given in the manner and to the parties designated in the Financing Agreement.

13. No Waiver. No course of dealing between Credit Parties, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Credit Party and Agent, all future holders of the Obligations and their respective successors and assigns, except that no Credit Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

Daniel M. Fowl

THE FULLER BRUSH COMPANY, INC.

By: [Signature]

Name: Thomas J. Weldgen

Its: Chief Financial Officer

WITNESS:

Daniel M. Fowl

ALLIED DIAGNOSTIC IMAGING
RESOURCES, INC.

By: [Signature]

Name: Thomas J. Weldgen

Its: Chief Financial Officer

WITNESS:

Daniel M. Fowl

CPAC EQUIPMENT, INC.

By: [Signature]

Name: Thomas J. Weldgen

Its: Chief Financial Officer

WITNESS:

Daniel M. Fowl

CPAC, INC.

By: [Signature]

Name: Thomas J. Weldgen

Its: Chief Financial Officer

WITNESS:

Daniel M. Fowl

HSBC BUSINESS CREDIT (USA) INC., AS
AGENT

By: [Signature]

Name: Matthew W. Rickett

Its: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On the 26th day of September, 2006, before me personally came Thomas J. Weldgen to me known, who being by me duly sworn, did depose and say s/he is the Chief Financial Officer of CPAC EQUIPMENT, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Jeanne M. Lodico
Notary Public
My Commission Expires: 4/26/07

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On the 26th day of September, 2006, before me personally came Thomas J. Weldgen to me known, who being by me duly sworn, did depose and say s/he is the Chief Financial Officer of CPAC, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Jeanne M. Lodico
Notary Public
My Commission Expires: 4/26/07

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On the 26th day of September, 2006 before me personally came Matthew W. Ricker to me known, who being by me duly sworn, did depose and say s/he is the Assistant Vice President of HSBC BUSINESS CREDIT (USA) INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Jeanne M. Lodico
Notary Public
My Commission Expires: 4/26/07

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007

SCHEDULE A

GRANTOR	APPLICATION OR PATENT NO.	COUNTRY	ISSUE OR FILING DATE	TITLE
CPAC, Inc.	D275277	USA	8/28/1984	Control Console
CPAC, Inc.	D275374	USA	9/4/1984	Fluid flow monitor
CPAC, Inc.	4804452	USA	2/14/1989	Electrolytic processor
CPAC, Inc.	5873986	USA	2/23/1989	Metal Recovery apparatus

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

On the 26th day of September, 2006, before me personally came Thomas J. Weldgen to me known, who being by me duly sworn, did depose and say s/he is the Chief Financial Officer of THE FULLER BRUSH COMPANY, INC., the corporation described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

Jeanne M. Lodico
Notary Public

My Commission Expires: 4/26/07

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

Before me, the undersigned, on this 26th day of September, 2006, personally appeared Thomas J. Weldgen, to me known personally, and who being by me duly sworn, deposes and says that s/he is the Chief Financial Officer of ALLIED DIAGNOSTIC IMAGING RESOURCES, INC., and that s/he was authorized to sign her/his name thereto.

Jeanne M. Lodico
Notary Public
My Commission Expires: 4/26/07

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007