

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment

CONVEYING PARTY DATA

| Name                    | Execution Date |
|-------------------------|----------------|
| Aero Housewares, L.L.C. | 11/17/2006     |

RECEIVING PARTY DATA

|                   |                           |
|-------------------|---------------------------|
| Name:             | CapitalSource Finance LLC |
| Street Address:   | 4445 Willard Avenue       |
| Internal Address: | 12th Floor                |
| City:             | Chevy Chase               |
| State/Country:    | MARYLAND                  |
| Postal Code:      | 20815                     |

PROPERTY NUMBERS Total: 14

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D381205 |
| Patent Number: | D375836 |
| Patent Number: | 5816674 |
| Patent Number: | D391079 |
| Patent Number: | 6145856 |
| Patent Number: | D413189 |
| Patent Number: | D422450 |
| Patent Number: | D418655 |
| Patent Number: | D427770 |
| Patent Number: | D431362 |
| Patent Number: | D446117 |
| Patent Number: | D448606 |
| Patent Number: | D445641 |
| Patent Number: | D448969 |

PATENT

500195560

REEL: 018645 FRAME: 0392

CH \$560.00 D381205

CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |        |
|-------------------------|--------|
| ATTORNEY DOCKET NUMBER: | 374020 |
|-------------------------|--------|

|                    |               |
|--------------------|---------------|
| NAME OF SUBMITTER: | Oleh Hereliuk |
|--------------------|---------------|

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| Total Attachments: 8<br>source=374020#page1.tif<br>source=374020#page2.tif<br>source=374020#page3.tif<br>source=374020#page4.tif<br>source=374020#page5.tif<br>source=374020#page6.tif<br>source=374020#page7.tif<br>source=374020#page8.tif |
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## PATENT ASSIGNMENT OF SECURITY

WHEREAS, AERO HOUSEWARES, L.L.C., a limited liability company formed under the laws of Delaware, located at 163 Pioneer Drive, Leominster, MA 01453 ("Borrower"), has adopted, used and is using the patents shown in the attached Schedule A (the "Patents"), for which there are registrations 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 CAPITALSOURCE FINANCE LLC ("Lender"), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of September 9, 2005, among Lender and Borrower and (ii) a certain Patent and Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

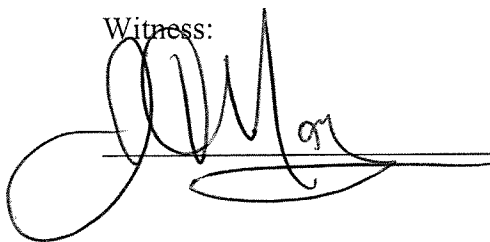
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Patents, the goodwill of the business symbolized by the Patents, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, and registrations 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 Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
November 17, 2006

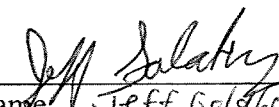
Witness:



Witness:

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AERO HOUSEWARES, L.L.C.

By:   
Name: Jeff Goldberg  
Its: President

CAPITALSOURCE FINANCE LLC,  
as Lender

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

## PATENT ASSIGNMENT OF SECURITY

WHEREAS, AERO HOUSEWARES, L.L.C., a limited liability company formed under the laws of Delaware, located at 163 Pioneer Drive, Leominster, MA 01453 ("Borrower"), has adopted, used and is using the patents shown in the attached Schedule A (the "Patents"), for which there are registrations 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 CAPITALSOURCE FINANCE LLC ("Lender"), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of September 9, 2005, among Lender and Borrower and (ii) a certain Patent and Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (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 Lender a security interest in the Patents, the goodwill of the business symbolized by the Patents, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, and registrations 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 Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
November 17, 2006

Witness:

AERO HOUSEWARES, L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Its:

Witness:

CAPITALSOURCE FINANCE LLC,  
as Lender

Sarah M. Widner

By: \_\_\_\_\_

Name:

Its:

Stephen M. Klein  
Managing Director  
Business Credit Group

STATE OF MA)  
: ss.:  
COUNTY OF Worc.)

On this 17th day of November, 2006, before me personally came Jeff Goldberg, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Aero Housewares, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of managers of said limited liability company.

Lynn Briggs  
Notary Public

EXPIRATION: 11/13/08  
Notary Public  
My Commission Expires  
11/13/2008

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

On this 17th day of November, 2006, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of CapitalSource Finance LLC, and that s/he was authorized to sign her/his name thereto.

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

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

On this 17th day of November, 2006, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of Aero Housewares, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of managers of said limited liability company.

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

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

On this 17th day of November, 2006, before me personally came Stephen Klein, to me known, who, being by me duly sworn, did depose and say that s/he is the Managing Director of CapitalSource Finance LLC, and that s/he was authorized to sign her/his name thereto.

Sarah M. Widner  
Notary Public **Sarah M. Widner**

Expires: 12/2/08

## **SCHEDULE A**

Schedule A to a Patent Assignment of Security dated November 17, 2006, by and between Aero Housewares, L.L.C. and CapitalSource Finance LLC, as Lender.

[SEE ATTACHED]

SCHEDULE A

UNITED STATES ISSUED PATENTS

| <u>Title</u>                 | <u>Patent Number</u> | <u>Issue Date</u> |
|------------------------------|----------------------|-------------------|
| TOTE BIN                     | D381205              | 07/22/97          |
| STORAGE CONTAINER            | D375836              | 11/26/96          |
| STACKABLE CONTAINER ASSEMBLY | 5816674              | 10/06/98          |
| TOTE                         | D391079              | 02/24/98          |
| WHEELED CONTAINER            | 6145856              | 11/14/00          |
| WHEELED CONTAINER            | D413189              | 08/24/99          |
| HANDLE FOR CONTAINER         | D422450              | 04/11/00          |
| COVER FOR A CONTAINER        | D418655              | 01/04/00          |
| TOTE (30 GALLON)             | D427770              | 07/11/00          |
| TOTE (43 GALLON)             | D431362              | 10/03/00          |
| LID FOR A CONTAINER          | D446117              | 08/07/01          |
| LID FOR A CONTAINER          | D448606              | 10/02/01          |
| LID FOR A CONTAINER          | D445641              | 07/31/01          |
| LID FOR A CONTAINER          | D448969              | 10/09/01          |

UNITED STATES PATENT APPLICATIONS

| <u>Title</u>  | <u>Serial Number</u> | <u>Filing Date</u> |
|---|----------------------|--------------------|
| HOLDER DEVICE FOR ROTATABLY<br>SUPPORTING A PLURALITY OF ROLLS OF<br>WRAPPING MATERIAL IN A CONTAINER |                      |                    |



# FOREIGN ISSUED PATENTS

| <u>Title</u>             | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------------------|----------------|----------------------|-------------------|
| WHEELED<br>CONTAINER     | Canada         | 86312                | 03/26/99          |
| WHEELED<br>CONTAINER     | Mexico         | 11661                | 07/26/00          |
| COVER FOR A<br>CONTAINER | Canada         | 87930                | 10/29/99          |
| COVER FOR A<br>CONTAINER | Mexico         | 11660                | 07/26/00          |
| CONTAINER LID            | Canada         | 93150                | 07/31/01          |

# FOREIGN PATENT APPLICATIONS

| <u>Title</u>         | <u>Country</u> | <u>Application Number</u> | <u>Issue Date</u> |
|----------------------|----------------|---------------------------|-------------------|
| WHEELED<br>CONTAINER | Canada         | 2273901                   | 06/08/99          |