

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Powers Fasteners, Inc.	12/13/2006

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	106 Corporate Park Drive
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7040850
Patent Number:	D472783
Patent Number:	D481001
Patent Number:	7082664
Patent Number:	7021462
Patent Number:	7056075
Patent Number:	7093338
Application Number:	10283340
Application Number:	10719985
Application Number:	10893329
Application Number:	11489246

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

PATENT

500198647

REEL: 018668 FRAME: 0437

CH \$440.00 7040850

Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
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**Total Attachments: 7**

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**PATENT**

**REEL: 018668 FRAME: 0438**

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)

POWERS FASTENERS, INC.

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent

Internal Address: \_\_\_\_\_

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

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

Execution Date(s) December 13, 2006

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Intellectual Property Security Agreement

Street Address: 106 Corporate Park Drive

City: White Plains

State: NY

Country: USA

Zip: 10604

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/283,340; 10/719,985; 10/893,329; 11/489,246

B. Patent No.(s)

7,040,850; D472,783; D481,001; 7,082,664; 7,021,462; 7,056,075;  
7,093,338

Additional numbers attached? ☐ Yes ☒ No

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

Name: Janelle Telesford, Legal Assistant

Internal Address: Emmet, Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: NY

Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and patents involved: 11

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

- ☐ 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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:



Signature

12-19-2006

Date

Janelle Telesford  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
(Powers Fasteners)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 13, 2006, is made by POWERS FASTENERS, INC., a New York corporation (the "*Grantor*"), in favor of JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor, the Lenders party hereto, HSBC Bank USA, National Association, as an Issuing Bank and JPMorgan Chase Bank, N.A., as an Issuing Bank and as Administrative Agent are parties to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement of even date herewith to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are

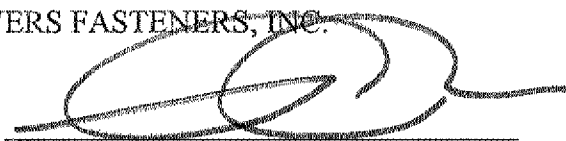
incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

POWERS FASTENERS, INC.

By



Name: Christopher W. Powers

Title: Chief Executive Officer

Address for Notices:

2 Powers Lane  
Brewster, New York 10509  
Attention: Christopher W. Powers  
Telephone No. 914-235-6300  
Facsimile No. 914-633-7632

Schedule A  
to  
Intellectual Property Security Agreement

**INTELLECTUAL PROPERTY**

**I. Patents and Patent Applications**

(a) Patents

Patent Number	Invention	Date Issued
7,040,850	Fastener for frangible metal	5/9/2006
D472,783	nail holder & strip of same for use with nail-driving tools	4/8/2003
D481,001	anchor	10/21/2003
7,082,664	anchor	8/1/2006
7,021,462	Fastener carrier assembly & method of use	4/4/2006
7,056,075	Screw-type anchor	6/6/2006
7,093,338	Method & apparatus for fixing assembly having resilient tool connection	8/22/2006

(b) Patent Applications

Application Number	Invention	Publication Number/Date
10/283,340	shaped anchor	04-0086358 5/6/2004
10/719,985	connector for fuel cell	0109972-A1 5/26/2005
10/893,329	shaped anchor	0261355-A1 12/30/2004
11/489,246	method & apparatus for fixing assembly having resilient tool connection	



## II. Trademarks and Trademark Applications

### (a) Trademark Applications

N/A

### (b) Trademark Registrations

Mark	Country	Serial No./ Reg. No.	File Date/ Reg. Date
N/A			

## III. Copyrights.

TITLE	REGISTRATION NO.
N/A	