

**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
Aylward Enterprises, LLC	02/02/2007

**RECEIVING PARTY DATA**

Name:	Patriot Capital Funding, Inc.
Street Address:	274 Riverside Avenue, First Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880

**PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	5737902
Patent Number:	6681550
Patent Number:	6799413
Application Number:	11001751
Patent Number:	6106267
Patent Number:	7124912
Application Number:	11531843
Patent Number:	7066350
Patent Number:	7007821
Patent Number:	6625955
Patent Number:	6494022
Patent Number:	6185901
Patent Number:	6505460
Patent Number:	6401429
Patent Number:	6266946

**CH \$720.00 5737902**

Patent Number:	6269612
Application Number:	11421624
Patent Number:	6925782

**CORRESPONDENCE DATA**

Fax Number: (203)975-7180  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	50222.0015 AYLWARD
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NAME OF SUBMITTER:	Christina London
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**Total Attachments: 6**  
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## SENIOR PATENT SECURITY AGREEMENT

This SENIOR PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of February **2**, 2007, by AYLWARD ENTERPRISES, LLC, a Delaware limited liability company ("**Borrower**" or "**Grantor**"), for itself and on behalf of its Subsidiaries, to and in favor of PATRIOT CAPITAL FUNDING, INC., a Delaware corporation ("**Agent**"), in its capacity as agent for the Purchasers (Agent, in such capacity, "**Secured Party**") identified in the Senior Secured Credit Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Grantor, Agent and the Purchasers from time to time party thereto dated of even date herewith.

### WITNESSETH:

WHEREAS, the Grantor is party to a Senior Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Patent Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its and its Subsidiaries' right, title and interest in, to and under all the following pledged Collateral: (the "**Patent Collateral**"):

- (a) all of its and its Subsidiaries' letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);
- (c) all of its and its Subsidiaries' patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and
- (d) all Proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "**Patent Collateral**" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any

of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

Section 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Patent Collateral under this Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

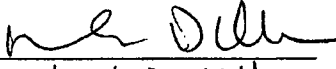
*[Signature page follows]*

[Signature Page to Senior Patent Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Senior Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AYLWARD ENTERPRISES, LLC, a  
Delaware limited liability company

By:   
Name: Mark D. Altman  
Title: Chairman

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,  
a Delaware corporation, as Agent and Secured Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Senior Patent Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Senior Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AYLWARD ENTERPRISES, LLC, a  
Delaware limited liability company]

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,  
a Delaware corporation, as Agent and Secured Party

By: Clifford Wells  
Name: Cliff Wells  
Title: CIO

By: [Signature]  
Name: MATT COLUCCI  
Title: MD

**Item A. Patents**

- a. Apparatus and Methods for Filling Containers with Pills. European Patent Application No. 03250189.2. Patent application filed and undergoing examination by the European Patent Office.
- b. Apparatus and Method for Packaging Pills. U.S. Patent No. 5,737,902. Expiration Date: September 19, 2016.
- c. Apparatus and Methods for Filling Containers with Pills. U.S. Patent No. 6,681,550. Expiration Date: September 4, 2022.
- d. Apparatus and Methods for Filling Containers with Pills. U.S. Patent No. 6,799,413. Expiration Date: August 13, 2022.
- e. Apparatus and Methods for Handling Pills. U.S. Patent Application No. 11/001,751. Patent application filed and undergoing examination by the United States Patent and Trademark Office.
- f. Apparatus for Forming a Compression - Molded Product. U.S. Patent No. 6,106,267. Expiration Date: June 5, 2018.
- g. Method and Apparatus for Delivering Pills to a Container. European Patent No. 1391386. Status: Patent Application granted by the European Patent Office on August 9, 2006. The patent grant is in the process of being registered with the national patent offices of Switzerland, Germany, Great Britain, Ireland and Italy to effect patent protection in those countries.
- h. Feeder Tube for Filling Containers with Pills. U.S. Patent No. 7,124,912. Expiration Date: August 21, 2022.
- i. Feeder Tube for Filling Containers with Pills. U.S. Patent Application No. 11/531,843. Patent application filed and undergoing examination by the United States Patent and Trademark Office.
- j. Feeder Tube for Filling Containers with Pills. U.S. Patent No. 7,066,350. Expiration Date: August 21, 2022.
- k. Method of Delivering Pills Through a Feeder Tube. U.S. Patent No. 7,007,821. Expiration Date: August 21, 2022.
- l. Method for Forming Product Package with Reclosable Locking Mechanism. U.S. Patent No. 6,625,955. Expiration Date: June 25, 2021.

- m. Orbital Motion Pill Packaging Device and Associated Method. U.S. Patent No. 6,494,022. Expiration Date: December 10, 2019.
- n. Positive Count Rotary Slat Packaging Apparatus and Related Methods. U.S. Patent No. 6,185,901. Expiration Date: May 20, 2018.
- o. Positive Count Rotary Slat Packaging Apparatus and Related Methods. U.S. Patent No. 6,505,460. Expiration Date: May 20, 2018.
- p. Positive Count Rotary Slat Packaging Apparatus and Related Methods. U.S. Patent No. 6,401,429. Expiration Date: May 20, 2018.
- q. Positive Count Rotary Slat Packaging Apparatus and Related Methods. U.S. Patent No. 6,266,946. Expiration Date: May 20, 2018.
- r. Positive Count Rotary Slat Packaging Apparatus and Related Methods. U.S. Patent No. 6,269,612. Expiration Date: May 20, 2018.
- s. Vacuum Apparatus and Methods for Handling Pills. U.S. Patent Application No. 11/421,624. Patent application filed and undergoing examination by United States Patent and Trademark Office
- t. Vibrating Pill Packaging Device and Associated Method. U.S. Patent No. 6,925,782. Expiration Date: July 3, 2023.

**Item B. Patent Licenses**

None.