

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

0130-5

(2)

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)

Kirby Lester, LLC

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

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

Execution Date(s) July 11, 2007

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

2. Name and address of receiving party(ies)

Name: Silver Point Finance, LLC, as

Internal Address: agent

Street Address: 2 Greenwich Plaza

City: Greenwich

State: CT

Country: USA Zip: 06830

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

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.
B. Patent No.(s)Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

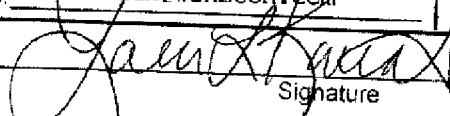
6. Total number of applications and patents involved: 44

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,760
- ☐ 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 232428
Authorized User Name Laura Konrath

9. Signature:



Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: ☐Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$1760.00 232428 10849092

SCHEDULE 1
to
Patent Security Agreement

Continuation
Item 4

PATENTS

United States Patents

<u>Patent No.</u>	<u>Registration Date</u>	<u>Description</u>
6,684,914	10.11.01	method and system for high-speed discrete object counting and dispensing
6,659,304	11.16.01	cassettes for systems which feed, count and dispense discrete objects
6,578,733	05.31.01	cassette for storing and feeding discrete objects
6,554,157	05.31.01	cassette systems for feeding, counting and dispensing discrete objects
6,497,339	05.31.01	systems for feeding, counting and dispensing discrete objects
6,370,215	04.13.00	apparatus for feeding, counting and dispensing discrete objects
5,768,327	06.13.96	method and apparatus for optically counting discrete objects
5,473,703	05.13.93	methods and apparatus for controlling the feed rate of a discrete object sorter/counter
5,317,645	02.28.91	method and apparatus for the recognition and counting of discrete objects
D337,539	02.28.91	tablet counter
5,027,938	06.15.89	parts sorter
4,901,841	04.13.87	parts sorter
6,899,144	05.06.03	method and system for high-speed discrete object counting and dispensing
6,899,148	06.25.03	method and system for high-speed tablet counting and dispensing
7,124,791	10.24.06	method and system for high-speed tablet counting and dispensing
7,073,544	07.11.06	method and system for high-speed tablet counting and dispensing
7,219,703	5.22.07	rotating multi-chamber tablet feeder
7,080,755	7.25.06	smart tray for dispensing medicaments
6,555,251	4.29.03	multi-layer heat treatable brazing sheet with aluminum interlayer
5,463,839	11.7.95	apparatus for packaging a predetermined quantity of objects and a counting device therefor
3,789,194	1.29.74	relating to counting machines

22)

3,760,887	9.25.73	versible piston hammer for percussion tool
-----------	---------	--

Canadian Patents

NO

Patent Number	File Date	Description
2,060,871		method and apparatus for the recognition and counting of discrete objects

United Kingdom Patents

NO

Patent Number	File Date	Description
2,253,272	02.14.92	apparatus and method for counting objects

U.S.**PATENT APPLICATIONS**

23
↓

44

Serial #10/849,092, filed 06.19.04
 Serial #10/307,824, filed 12.02.02
 Serial #11/103,685, filed 04.12.05
 Serial #11/550,361, filed 10.17.06
 Serial #11/549,806, filed 10.16.06
 Serial #11/484,983, filed 07.11.06
 Serial #11/474,239, filed 06.23.06
 Serial #11/428,910, filed 07.06.06
 Serial #11/445,105, filed 05.31.06
 Serial #11/445,408, filed 05.31.06
 Serial #11/056,521, filed 02.11.05
 Serial #11/108,374, filed 04.18.05
 Serial #11/072,887, filed 03.03.05
 Serial #10/939,620, filed 09.13.04
 Serial #11/120,058, filed 05.02.05
 Serial #10/770,823, filed 02.03.04
 Serial #09/975,608, filed 10.11.01
 Serial #09/991,435, filed 11.16.01
 Serial #09/871,531, filed 05.31.01
 Serial #09/871,533, filed 05.31.01
 Serial #09/871,532, filed 05.31.01
 Serial #10/025,401, filed 10.03.02

PATENT LICENSES

None.

2

PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, Kirby Lester, LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of July 11, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Grantor, Kirby Lester Holdings, LLC, certain subsidiary guarantors from time to time party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Silver Point Finance, LLC, as administrative agent and collateral agent for the Lenders; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of July 11, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Silver Point Finance, LLC, as collateral agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

[signature page follows]

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

KIRBY LESTER, LLC

By: 


Name: Erik W. Bloom

Title: Vice President

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED:

SILVER POINT FINANCE, LLC,
as Collateral Agent

By: 
Name: _____
Title: **Richard Petrilli**
Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
Patent Security Agreement

PATENTS

United States Patents

<u>Patent No.</u>	<u>Registration Date</u>	<u>Description</u>
6,684,914	10.11.01	method and system for high-speed discrete object counting and dispensing
6,659,304	11.16.01	cassettes for systems which feed, count and dispense discrete objects
6,578,733	05.31.01	cassette for storing and feeding discrete objects
6,554,157	05.31.01	cassette systems for feeding, counting and dispensing discrete objects
6,497,339	05.31.01	systems for feeding, counting and dispensing discrete objects
6,370,215	04.13.00	apparatus for feeding, counting and dispensing discrete objects
5,768,327	06.13.96	method and apparatus for optically counting discrete objects
5,473,703	05.13.93	methods and apparatus for controlling the feed rate of a discrete object sorter/counter
5,317,645	02.28.91	method and apparatus for the recognition and counting of discrete objects
D337,539	02.28.91	tablet counter
5,027,938	06.15.89	parts sorter
4,901,841	04.13.87	parts sorter
6,899,144	05.06.03	method and system for high-speed discrete object counting and dispensing
6,899,148	06.25.03	method and system for high-speed tablet counting and dispensing
7,124,791	10.24.06	method and system for high-speed tablet counting and dispensing
7,073,544	07.11.06	method and system for high-speed tablet counting and dispensing
7,219,703	5.22.07	rotating multi-chamber tablet feeder
7,080,755	7.25.06	smart tray for dispensing medicaments
6,555,251	4.29.03	multi-layer heat treatable brazing sheet with aluminum interlayer
5,463,839	11.7.95	apparatus for packaging a predetermined quantity of objects and a counting device therefor
3,789,194	1.29.74	relating to counting machines

21

22)

3,760,887	9.25.73	versible piston hammer for percussion tool
-----------	---------	--

Canadian Patents

NO

<u>Patent Number</u>	<u>File Date</u>	<u>Description</u>
2,060,871		method and apparatus for the recognition and counting of discrete objects

United Kingdom Patents

NO

<u>Patent Number</u>	<u>File Date</u>	<u>Description</u>
2,253,272	02.14.92	apparatus and method for counting objects

US

PATENT APPLICATIONS

Serial #10/849,092, filed 06.19.04
 Serial #10/307,824, filed 12.02.02
 Serial #11/103,685, filed 04.12.05
 Serial #11/550,361, filed 10.17.06
 Serial #11/549,806, filed 10.16.06
 Serial #11/484,983, filed 07.11.06
 Serial #11/474,239, filed 06.23.06
 Serial #11/428,910, filed 07.06.06
 Serial #11/445,105, filed 05.31.06
 Serial #11/445,408, filed 05.31.06
 Serial #11/056,521, filed 02.11.05
 Serial #11/108,374, filed 04.18.05
 Serial #11/072,887, filed 03.03.05
 Serial #10/939,620, filed 09.13.04
 Serial #11/120,058, filed 05.02.05
 Serial #10/770,823, filed 02.03.04
 Serial #09/975,608, filed 10.11.01
 Serial #09/991,435, filed 11.16.01
 Serial #09/871,531, filed 05.31.01
 Serial #09/871,533, filed 05.31.01
 Serial #09/871,532, filed 05.31.01
 Serial #10/025,401, filed 10.03.02

PATENT LICENSES

None.

PATENT**RECORDED: 07/19/2007****REEL: 019580 FRAME: 0096**