

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
Blue IP, Inc.	09/07/2007

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5255549
Patent Number:	5373766
Patent Number:	5421535
Patent Number:	6637997
Patent Number:	7134372
Application Number:	11149898
Application Number:	11268004
Patent Number:	4635458
Patent Number:	4765169
Patent Number:	4794773
Patent Number:	4801102
Patent Number:	4830872
Patent Number:	4614101
Patent Number:	5088182
Patent Number:	5033340

PATENT

500367604

REEL: 019910 FRAME: 0121

CH \$920.00 5255549

Patent Number:	5007151
Patent Number:	4856153
Patent Number:	4736512
Patent Number:	4521462
Patent Number:	4542860
Patent Number:	4553713
Patent Number:	4732777
Patent Number:	6032436

#### CORRESPONDENCE DATA

Fax Number: (412)562-1041

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

Phone: 412-392-2121

Email: vicki.cremonese@bipc.com

Correspondent Name: Ralph G. Fischer

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0041542-000072
NAME OF SUBMITTER:	Ralph G. Fischer

#### Total Attachments: 15

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 7, 2007, by BLUE IP, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, (the "Bank")

### **RECITALS**

A. Genesis Worldwide II, Inc., (the "Borrower"), an affiliate of the Grantor, has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrower for the benefit of its affiliates

B. The Grantor has entered into a Continuing Unconditional Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Continuing Unconditional Guaranty") and a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Bank pursuant to which certain obligations owed to the Bank are secured.

C. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

D. Pursuant to the terms of the Security Agreement and the Continuing Unconditional Guaranty, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower and Grantor under the Loan Agreement, the Continuing Unconditional Guaranty and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;


(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and the Continuing Unconditional Guaranty and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the Security Agreement and Continuing Unconditional Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

**[signature page follows]**

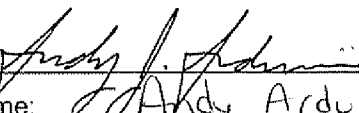
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BLUE IP, INC.

By:   
Name: RANDY SAPUTO  
Title: SECRETARY

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By:   
Name: Andy Arduini  
Title: Vice President

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) ss

On this 7<sup>th</sup> day of September, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elisabeth M Kaplan, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Aug. 31, 2009  
Member, Pennsylvania Association of Notaries

Elisabeth M Kaplan  
Notary Public

**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**I. US Trademarks**

<b>Trademark Registration Number</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
2,738,464	76/336219	11/09/2001	07/15/2003
2,436,512	75/787505	08/30/1999	03/20/2001
882,460	72/317560	01/27/1969	12/16/1969
1,082,278	73/038631	12/04/1974	01/17/1978
2,412,819	75/461821	04/03/1998	12/12/2000
3,190,603	76/642091	07/01/2005	01/02/2007
3,190,604	76/642092	07/01/2005	01/02/2007
824,000	72/246566	05/25/1966	02/14/1967
3,190,602	76/642089	07/01/2005	01/02/2007
3,190,601	76/642088	07/01/2005	01/02/2007
689,449	72/070668	04/01/1959	12/08/1959
1,491,954	73/690058	10/09/1987	06/14/1988
3,203,273	76/642090	07/01/2005	01/30/2007
616,153	71/667344	05/28/1954	11/15/1955
186,178	71/191793	02/04/1924	07/01/1924
N/A	76/336211	11/09/2001	N/A
714,123	72/100514	07/08/1960	04/18/1961
2,488,795	75/784292	08/25/1999	09/11/2001

**II. Foreign Trademark and Trademark Applications**

**AUSTRALIA**

HERR-VOSS, Reg. No. 454413

**AUSTRIA**

STAMCO, Reg. No. 205406

**BENELUX**

HERR-VOSS, Reg. No. 0735935

**BRAZIL**

HERR-VOSS, Reg. No. 006493742
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**CANADA**

COMPU-CUT SLITTER, Reg. No. 625968
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HERR-VOSS, Reg. No. 233544
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**CHINA**

COMPU-CUT SLITTER, Reg. No. 3171575
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COMPU-SET SLITTER, Reg. No. 3171574
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**EUROPEAN COMMUNITY**

COMPU-CUT SLITTER, Reg. No. 2693315
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COMPU-SET SLITTER, Reg. No. 2693406
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HERR-VOSS, Reg. No. 000067900
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HERR-VOSS STAMCO, Reg. No. 004834081
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HERR-VOSS STAMCO and Design, Reg. No. 004855029
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STAMCO, Reg. No. 002705572
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STAMCO, Reg. No. 004834073
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**FRANCE**

HERR-VOSS, Reg. No. 02/3190637
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**GERMANY**

HERR-VOSS, Reg. No. 1042636
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**INDIA**

HERR-VOSS, Reg. No. 365174
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**ITALY**

HERR-VOSS, App. No. MI2002C01038
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**JAPAN**

HERR-VOSS, Reg. No. 4189016
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**MEXICO**

COMPU-CUT SLITTER, Reg. No. 807768
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COMPU-SET SLITTER, Reg. No. 807769
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HERR-VOSS STAMCO, App. No. 758806
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HERR-VOSS STAMCO and Design, App. No. 758807
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STAMCO, App. No. 758805
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**SOUTH AFRICA**

HERR-VOSS, App. No. 2002/18447
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HERR-VOSS, App. No. 2002/18448
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STAMCO, App. No. 2002/18449
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**SPAIN**

HERR-VOSS, Reg. No. 879180
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**UNITED KINGDOM**

HERR-VOSS, Reg. No. 2040203
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STAMCO, Reg. No. 2301035
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All of the following intellectual property was previously owned by Blue IP, Inc.:

**ARGENTINA**

GENSYSTEMS, Reg. No. 1835374
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**AUSTRALIA**

GENSYSTEMS, Reg. No. 822318

**BENELUX**

HERR-VOSS, Reg. No. 346339

**BRAZIL**

GENSYSTEMS, Application No. 822462869

**CANADA**

MONARCH, Reg. No. 107917

GENSYSTEMS, Application No. 1045727

**CHILE**

GENSYSTEMS, Reg. No. 572237

**CHINA**

GENSYSTEMS, Reg. No. 1589664

**EGYPT**

GENSYSTEMS, Application No. 130694

**EUROPEAN COMMUNITY**

GENSYSTEMS, Reg. No. 1495431

**FRANCE**

HERR-VOSS, Reg. No. 1381712

**HONG KONG**

GENSYSTEMS, Reg. No. 2001-08425

**INDIA**

GENSYSTEMS, Application No. 902402

**ITALY**

HERR-VOSS, App. No. 341306

**JAPAN**

GENSYSTEMS, Reg. No. 4436984

**KOREA, SOUTH**

GENSYSTEMS, Reg. No. 488327

**MALAYSIA**

GENSYSTEMS, Application No. 2000/01276

**MEXICO**

GENSYSTEMS, Reg. No. 646518

**NEW ZEALAND**

GENSYSTEMS, Reg. No. 607750

**RUSSIAN FEDERATION**

GENSYSTEMS, Reg. No. 198936

**SAUDI ARABIA**

GENSYSTEMS, Reg. No. 545/15

**SINGAPORE**

GENSYSTEMS, Reg. No. T00/01920B

**SOUTH AFRICA**

GENSYSTEMS, Application No. 2000/1747

**SWITZERLAND**

GENSYSTEMS, Reg. No. 475240

**TAIWAN**

GENSYSTEMS, Reg. No. 949723

**THAILAND**

GENSYSTEMS, Reg. No. KOR133817

**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**I. US Patents and Patent Applications**

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
5,255,549	07/896,220	October 26, 1993	June 10, 1992
5,373,766	08/067,179	December 20, 1994	May 24, 1993
5,421,535	08/027,808	June 6, 1995	March 8, 1993
6,032,436	09/015,470	March 7, 2000	January 29, 1998
6,637,997	09/951,197	October 28, 2003	September 11, 2001
7,134,372	10/008,936	November 14, 2006	November 8, 2001
N/A	11/149,898	N/A	June 10, 2005
N/A	11/268,004	N/A	November 7, 2005
4,635,458	06/726,542	January 13, 1987	April 24, 1985
4,765,169	07/115,673	August 23, 1988	November 2, 1987
4,794,773	07/079,305	January 3, 1989	July 29, 1987
4,801,102	07/112,177	January 31, 1989	October 22, 1987
4,830,872	06/898,260	June 4, 1989	August 20, 1986
4,614,101	06/326,187	September 30, 1986	December 1, 1981
5,088,182	07/570,036	February 18, 1992	August 20, 1990
5,033,340	07/469,800	July 23, 1991	January 22, 1990
5,007,151	07/389,268	April 16, 1991	August 3, 1989
4,856,153	07/263,041	August 15, 1989	October 26, 1988
4,736,512	06/902,159	April 12, 1988	August 29, 1986
4,521,462	06/635,619	June 4, 1985	July 30, 1984
4,542,860	06/506,300	September 24, 1985	June 21, 1983
4,553,713	06/506,301	November 19, 1985	June 21, 1983
4,732,777	06/937,563	March 22, 1988	December 3, 1986

**II. Foreign Patents and Patent Applications**

**AUSTRIA**

Patent No. 1291107 issued June 21, 2006, "Capstan for Handling Slitting Tools"

**CANADA**

Patent No. 2466330 issued June 12, 2007, "CNC Web Slitter Machine"

Application No. (pending) 2402095, "Capstan for Handling Slitting Tools"

## **CHINA**

Application No. (pending) 02826571.8, "CNC Slitter Machine"

## **EUROPEAN COMMUNITY**

Patent No. EP1458512 issued August 30, 2006, "CNC Slitter Machine"

Patent No. 1291107 issued June 21, 2006, "Capstan for Handling Slitting Tools"

## **FRANCE**

Patent No. 0715551 issued June 17, 1998 for "Tension Leveler Roll Cleaning System"

## **GERMANY**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

Patent No. EP1458512 issued August 30, 2006, "CNC Slitter Machine"

Patent No. DE60212530 issued June 21, 2006, "Capstan for Handling Slitting Tools"

## **INDIA**

Application No. (pending) 565/KOLNP/2004, "CNC Web Sitter Machine"

## **ITALY**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

Patent No. 1291107 issued June 21, 2006, "Capstan for Handling Slitting Tools"

## **JAPAN**

Application No. (pending) 2003-541676, "CNC Web Slitter Machine"

**MEXICO**

Patent No. 235786 issued April 11, 2006, "Capstan for Handling Slitting Tools"

**NETHERLANDS**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

**SPAIN**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

Patent No. 1291107 issued June 21, 2006, "Capstan for Handling Slitting Tools"

**SWEDEN**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

**UNITED KINGDOM**

Patent No. 0715551 issued June 17, 1998, "Tension Leveler Roll Cleaning System"

Patent No. 1291107 issued June 21, 2006, "Capstan for Handling Slitting Tools"

All of the following intellectual property was previously owned by Blue IP, Inc.:

**AUSTRALIA**

Patent No. 14572 issued March 22, 1995 for "Tension Leveler Roll Cleaning System."

**CANADA**

Patent No. 1159033 issued December 20, 1983 for "Method and apparatus for Tensioning Metallic Strips on a Slitting Line."

Application No. 2318863 filed January 21, 1999 for "Wrapping Apparatus and Method."

## **EUROPEAN COMMUNITY**

Patent No. 42741 issued April 25, 1984 for "Method and apparatus for Tensioning Metallic Strips on a Slitting Line."

Patent No. 0260361 issued April 15, 1992 for "Leveling Apparatus."

Patent No. 0715551 issued June 17, 1998 for "Tension Leveler Roll Cleaning System."

## **FRANCE**

Patent No. 0260361 issued April 15, 1992 for "Leveling Apparatus."

Patent No. 0715551 issued June 17, 1998 for "Tension Leveler Roll Cleaning System."

Patent No. 2595269 issued December 12, 1986 for "Blade Voltage Control."

## **GERMANY**

Patent No. DE 3163286 issued May 30, 1984 for "Method and apparatus for Tensioning Metallic Strips on a Slitting Line."

Patent No. 0260361 (P3684919.7) issued April 15, 1992 for "Leveling Apparatus."

Patent No. 3640587 issued November, 1986 for "Blade Voltage Control."

## **ITALY**

Patent No. 0260361 issued April 15, 1982 for "Leveling Apparatus."

## **JAPAN**

Patent No. 57027700 issued February 15, 1982 for "Method and apparatus for Tensioning Metallic Strips on a Slitting Line."

Patent No. 2103863 issued November 6, 1996 for "Leveling Apparatus."

Patent No. 6219717 issued December, 1986 for "Coating Blade"

## **SOUTH AFRICA**

Patent No. 8104070 issued August 25, 1982 for "Method and apparatus for Tensioning Metallic Strips on a Slitting Line."



**SPAIN**

Patent No. 2002844 issued July 29, 1988 for "Leveling Apparatus."

**SWEDEN**

Patent No. 0260361 issued April 15, 1992 for "Leveling Apparatus."

**UNITED KINGDOM**

Patent No. 0260361 issued April 15, 1992 for "Leveling Apparatus."