

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 |
|------------------|----------------|
| Foodhandler Inc. | 10/31/2007     |

RECEIVING PARTY DATA

|                 |   |
|-----------------|---|
| Name:           | FirstLight Financial Corporation, as Administrative Agent |
| Street Address: | 1700 East Putnam Avenue                                   |
| City:           | Old Greenwich   |
| State/Country:  | CONNECTICUT   |
| Postal Code:    | 06870   |

PROPERTY NUMBERS Total: 6

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 6955276  |
| Patent Number:      | 6708840  |
| Patent Number:      | 6578729  |
| Patent Number:      | 5806099  |
| Patent Number:      | D417939  |
| Application Number: | 11165889 |

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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NAME OF SUBMITTER:

Linda R. Kastner

**PATENT**

**500390248**

**REEL: 020061 FRAME: 0856**

OP \$240.00 6955276

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 31, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of FirstLight Financial Corporation, a Delaware corporation ("FirstLight"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the Issuing Bank, and FirstLight, as Agent for the Lenders and the Issuing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank, and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Patent Collateral"):

all of the Patents owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto;

all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that (i) 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Patent Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or electronic transmission shall be effective as delivery of an originally executed counterpart of this Patent Security Agreement.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

FOODHANDLER INC.,  
as Grantor

By: 

Name: PAUL S. BOULACOVA

Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED  
as of the date first above written:

FIRSTLIGHT FINANCIAL CORPORATION,  
as Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO FOODHANDLER INC. PATENT SECURITY AGREEMENT]

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

Very truly yours,

FOODHANDLER INC.,  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

FIRSTLIGHT FINANCIAL CORPORATION,  
as Agent

By: Michael McKay  
Name: Michael McKay  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO FOODHANDLER INC. PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

| <b>Title</b>   | <b>Country</b>  | <b>Patent No.<br/>(Publication No.)/<br/>Issue Date</b> | <b>Application No./<br/>Filing Date</b> |
|--|-----------------|---|---|
| QFX glove dispenser  | USA             |   |   |
| Disposable rack for food storage bags                      | USA             |   | 11/165,889<br>6/24/2005                 |
| Disposable glove for a glove donning system                | USA             | 6,955,276<br>10/18/2005                                 | 10/808,203<br>03/23/2004                |
| Disposable glove for a glove donning system                | USA             | 6,708,840<br>03/23/2004                                 | 10/328,645<br>12/23/2002                |
| Glove cartridge and method of donning a disposable glove   | USA             | 6,578,729<br>06/17/2003                                 | 09/934,110<br>08/21/2001                |
| Disposable glove or mitt                                   | USA             | 5,806,099<br>09/15/1998                                 | 08/956,205<br>10/22/1997                |
| Disposable mitten  | USA             | D417,939<br>12/28/1999                                  | 29/067,859<br>04/07/1997                |
| Mountable glove dispenser                                  | Canada          |   | 2518281<br>9/2/2005                     |
| Sanitary glove dispensing package                          | Canada          |   | 2526513<br>4/6/2004                     |
| Disposable gloves having improved sanitary characteristics | Canada          |   | 2483883<br>10/6/2004                    |
| Mountable glove dispenser                                  | European Patent | (1632196)   | 05255442.5<br>9/6/2005                  |
| Sanitary glove dispensing package                          | European Patent | (1633638)   | 04760796.5<br>4/6/2004                  |
| Disposable gloves having improved sanitary characteristics | European Patent | (1570757)   | 04090084.7<br>3/4/2004                  |

**PATENT**