

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Pretty Products, LLC	06/29/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LaSalle Bank Midwest, N.A., as agent
<b>Street Address:</b>	2600 Big Beaver Road
<b>Internal Address:</b>	Mail Code M0900-345
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7182994
Patent Number:	D352495
Patent Number:	6206260
Application Number:	11044876
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)609-5005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-609-7897
<b>Email:</b>	hmiller@vedderprice.com
<b>Correspondent Name:</b>	Holly Miller
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601
<b>ATTORNEY DOCKET NUMBER:</b>	37530.00.0008
<b>NAME OF SUBMITTER:</b>	Holly Miller

**CH \$160.00 7182994**

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Security Agreement") made as of this 29 day of June, 2007, by Pretty Products, LLC, a Michigan limited liability company ("Grantor"), having its principal place of business at 437 Cambridge Road, Coshocton, Ohio 43812, in favor of LaSalle Bank Midwest, N.A., a national banking association, as agent ("Agent") for itself and various other lenders ("Lenders"), with an office at 2600 Big Beaver Road, Mail Code M0900-345, Troy, Michigan 48084.

### WITNESSETH:

WHEREAS, Grantor, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for the Agent and Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Agent of a security interest in certain of Grantor's assets including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent on behalf of itself and the other Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Grantor, except as disclosed or provided otherwise in the Loan Agreement or Section 4.19 of the Acquisition Agreement, warrants and represents to Agent that:

(i) no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances including, without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Patents. Grantor, except as disclosed or provided otherwise in the Loan Agreement or Section 4.19 of the Acquisition Agreement, represents and warrants that, based on a diligent investigation by Grantor, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Grantor. If, before Grantor's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Agent, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Patents.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of Grantor's Liabilities and the termination of the Financing Agreements. Grantor agrees that upon the occurrence of an Event of Default, the use by Agent of all Patents shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of Grantor's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in

connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Grantor and until paid shall constitute Liabilities.

9. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until Grantor's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 9 shall be borne by Grantor.

10. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents or (ii) take any other actions with respect to the Patents as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise

transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


19. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[SIGNATURE PAGE FOLLOWS]

***Patent Security Agreement Signature Page***

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

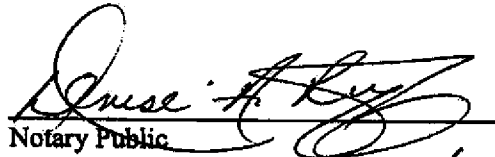
**PRETTY PRODUCTS, LLC**

By:   
Name: JEFFREY K. WILLIS  
Title: MANAGER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 )  
COUNTY OF OAKLAND ) SS

On this, the 27th day of June, 2007, before me personally came Jeffrey K. Willis, to me known, who, being duly sworn, did depose and state that [he/she] is the manager of Pretty Products, LLC, the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Manager of said company.

  
Notary Public

[SEAL]

My commission expires: 3/13/08

DENISE A. RUFF  
Notary Public, Oakland County, MI

My Commission Expires: \_\_\_\_\_



**SCHEDULE A**

**PATENTS – Held by Pretty Products, Inc.**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Acoustic floor mat	7182994	2/27/2007
Merchandise display rack	D296503	7/5/1988
Merchandise display	D296504	7/5/1988
Automobile floor mat	D302416	7/25/1989
Console caddy for automotive trucks	D302355	7/25/1989
Console for caddy for automobiles	D302356	7/25/1989
Automobile floor mat	D302417	7/25/1989
Attachment clip	4385858	5/31/1983
Combined litter basket and snack tray for motor vehicle	D271442	11/22/1983
Merchandise display rack	D282326	1/28/1986
Automotive floor mat having rigidifying sheet-form element	4465720	8/14/1984
Merchandise display rack	4516682	5/14/1985
Automotive floor mat having rigid rib	4399176	8/16/1983
Article holder for vehicle interior	D313695	1/15/1991
Article holder for vehicle interior	D318949	8/13/1991
Article storage unit for vehicle sunvisor	D272059	1/3/1984
Article holder for vehicle interior	D313694	1/15/1991
Automobile splash guard and attachment means therefore	4,293,140	10/6/1981
Sunvisor cassette holder	4,285,554	8/25/1981
Clothes bag and suspension hanger therefore	3,934,631	

<u>Patent Description</u>	<u>Canadian Resigstration No.</u>	<u>Dated Issued</u>
Multi-purpose automotive console devise	2233112	6/5/1998

**PATENTS – Held by Lancaster Colony Corporation**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Angled Display Fixture (Design Patent)	D335623	5/18/1993
Vehicle console (design patent)	352495	11/15/1994
Multi-purpose automotive console device (cup holder)	6206260	3/27/2001

**PATENT APPLICATIONS**

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Acoustic mats and methods for making the same	11/044,876	