

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
ABP Induction, LLC	02/09/2008

RECEIVING PARTY DATA

Name:	WestLB AG, New York Branch
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10707909
Application Number:	11741970
Patent Number:	6255634
Patent Number:	6437302
Patent Number:	6620374
Patent Number:	6078033
Patent Number:	6166933
Patent Number:	6163019
Patent Number:	6768766

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

PATENT

500471858

REEL: 020555 FRAME: 0133

CH \$360.00 10707909

Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40307.00.0002
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Total Attachments: 6  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "*Security Agreement*") made as of this 9th day of February, 2008, by ABP Induction, LLC, a Delaware limited liability company ("*Grantor*"), in favor of WestLB AG, New York Branch, as lender ("*Lender*").

### WITNESSETH:

WHEREAS, Grantor and Lender are parties to a certain Senior Secured Revolving Credit and Term Loan Agreement dated as of January 2, 2008 (as amended, modified or otherwise supplemented from time to time, the "*Credit Agreement*") and other related loan documents (collectively, with the Credit Agreement, and as each may be amended, modified or otherwise supplemented from time to time, the "*Loan Documents*"), which Loan Documents provide for (i) Lender to, from time to time, extend credit to or for the account of Grantor and (ii) the grant by Grantor to Lender, of a security interest in all of its assets including, without limitation, Grantor's trademarks and trademark 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 Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein not otherwise defined shall have the meanings as set forth in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing first priority 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 warrants and represents to Lender 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 Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Grantor shall not, without the prior written consent of Lender, 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 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 Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Lender, (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 Lender prompt written notice thereof. Grantor hereby authorizes Lender 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 Obligations and the termination of the Loan Documents. Grantor agrees that upon the occurrence of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Grantor.

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

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 Obligations.

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

11. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents 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. In case any provision in or obligation under this Security Agreement or any other Loan Documents shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

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 Loan Documents. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender 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 Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, 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 Obligations shall have been paid in full and the Loan Documents 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 Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender

shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC.

15. Notices. All notices, approvals, requests, demands and other communications hereunder to be delivered the parties hereto shall be given in accordance with the notice provisions of the Credit Agreement.

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

17. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WITH RESPECT TO THE PERFECTION OR PRIORITY OF SECURITY INTERESTS IN THE TRADEMARKS.

18. WAIVER OF JURY TRIAL. GRANTOR AND LENDER EACH HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Headings. Section headings in this Security Agreement are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose or be given any substantive effect.

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

21. Survival of Representations. All of Grantor's agreements, representations and warranties made herein shall survive the execution and delivery of this Security Agreement and the other Loan Documents and the making and repayment of the Obligations.

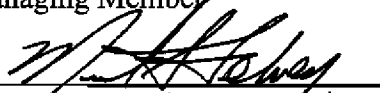
22. Counterparts; Effectiveness. This Security Agreement and any amendments, waivers, consents, or supplements may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**ABP INDUCTION, LLC**

By: CM Acquisitions, L.L.C.,  
Its Managing Member

By:   
Name: *Michael S. Felvey*  
Title: *Principal*

**SCHEDULE A**

**PATENTS**

**U.S. Patent Number**

**Issue Date**

6,255,634

July 3, 2001

6,437,302

August 20, 2002

6,620,374

September 16, 2003

6,078,033

June 20, 2000

6,166,933

December 26, 2000

6,163,019

December 19, 2000

6,768,766

July 27, 2004

**PATENT APPLICATIONS**

**U.S. Patent Application Number**

**Filing Date**

10/707,909

January 23, 2004

11/741,970

April 30, 2007

Schedule A

NEWYORK/#191274.2

**RECORDED: 02/25/2008**

**PATENT**  
**REEL: 020555 FRAME: 0140**