

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

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)**

Smart Parts, Inc.  
100 Station Street  
Loyalhanna, PA 15661  
USA

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

**2. Name and address of receiving party(ies)**

Name: PNC Bank, National Association

Internal Address: \_\_\_\_\_

Street Address: One PNC Plaza, 249 Fifth Avenue

City: Pittsburgh

State: PA

Country: USA

Zip: 15222-2707

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

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

Execution Date(s) February 15, 2008

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

**A. Patent Application No.(s)**

10/869,829  
10/944,141  
11/056,938  
11/125,724  
11/155,415

**B. Patent No.(s)**

Additional numbers attached?  Yes  No

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

Name: SIMPLE IP Law, P.C.

Internal Address: \_\_\_\_\_

Street Address: 9600 SW Oak St., Suite 525

City: Tigard

State: OR Zip: 97223

Phone Number: (503) 517-8900

Fax Number: (503) 517-9919

Email Address: info@simpleiplaw.com

**6. Total number of applications and patents involved:** 29**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 1,160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

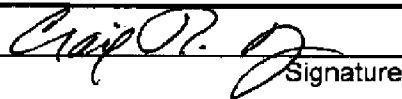
**8. Payment Information**

a. Credit Card Last 4 Numbers 6025  
Expiration Date July 2010

b. Deposit Account Number 50-4341

Authorized User Name Craig R. Rogers

**9. Signature:**

  
Signature

5-27-08  
Date

Craig R. Rogers  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$1160.00 10869829

**CONTINUATION OF ITEM 4.**

**4. Application or patent number(s):**

**A. Patent Application No.(s)**

11/169,599

11/305,393

11/374,930

11/376,630

11/376,690

11/376,712

11/376,744

11/447,550

11/449,977

11/468,695

11/478,502

11/480,093

11/545,089

11/673,116

11/673,157

11/677,521

11/695,406

11/737,958

11/755,471

11/957,829

12/028,618

29/275,896

60/912,503

60/979,754

Attachment

**PATENT**  
**REEL: 021011 FRAME: 0589**

# Rider to Security Agreement – Patents



**THIS RIDER TO SECURITY AGREEMENT** (“Rider”) is executed as of this 15 day of February, 2008, by and between **SMART PARTS, INC.** (the “Grantor”) with an address at 100 Station Street, Loyalhanna, Pennsylvania 15661 and **PNC BANK, NATIONAL ASSOCIATION** (the “Bank”), with an address at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707. This Rider is incorporated into and made part of the Second Amended and Restated Security Agreement dated as of June 30, 2005 (“Security Agreement”) and other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower and the Bank (all such documents, as any of them may be amended, restated or otherwise modified from time to time, being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Loan Documents.

**WHEREAS**, to the best of Grantor’s knowledge, Grantor is the true, lawful and exclusive owner of the U.S. patents and patent applications listed on the attached Schedule A (collectively the “Patent Collateral”);

**WHEREAS**, as collateral security for the performance of the Obligations (as defined in the Loan Documents) of the Grantor, the Grantor has granted a security interest in the Patent Collateral to the Bank; and

**WHEREAS**, the Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document that identifies such security interest and is recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to the Bank a security interest in all of Grantor’s right, title and interest in, to, and under the Patent Collateral. Grantor also acknowledges and confirms that the rights and remedies of the Bank with respect to the security interests in the Patent Collateral granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated herein by reference.

**WITNESS** the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

SMART PARTS, INC.

David G. Schach

By: [Signature]

Print Name: DAVID G. SCHACH

Print Name: SCOTT C. MARTIN

(SEAL)

Title: SVP.

Title: CHIEF FINANCIAL OFFICER

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

Print Name: David B. Keith  
Title: Vice President

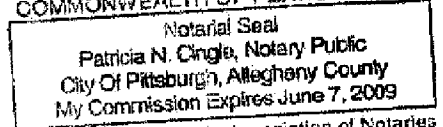
(SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Allegheny )

ss:

On this, the 15<sup>th</sup> day of February, 2008, before me, a Notary Public, the undersigned officer, personally appeared Scott C. Martin, who acknowledged himself/herself to be the Chief Financial Officer of SMART PARTS, INC., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Patricia N. Cingle  
Notary Public

My commission expires: \_\_\_\_\_  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

ss:

On this, the 15<sup>th</sup> day of February, 2008, before me, a Notary Public, the undersigned officer, personally appeared David B. Keith, who acknowledged himself to be a Vice President of PNC BANK, NATIONAL ASSOCIATION and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia N. Cingle  
Notary Public

My commission expires: \_\_\_\_\_

