

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
REHRIG INTERNATIONAL INCORPORATED	06/17/2008

RECEIVING PARTY DATA

Name:	LASALLE BUSINESS CREDIT, LLC
Street Address:	2001 Market Street
Internal Address:	Suite 2610
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5331756
Patent Number:	5210968
Patent Number:	5111604
Patent Number:	4922639
Patent Number:	4822066
Patent Number:	D317219
Patent Number:	D311983
Patent Number:	D296259
Application Number:	29191314
Application Number:	10679436
Application Number:	10865992
Application Number:	60496686
Application Number:	60526586
Application Number:	60643355

PATENT

500577898

REEL: 021147 FRAME: 0771

CH \$880.00 5331756

Application Number:	60730360
Application Number:	11586725
Application Number:	60779435
Application Number:	11683240
Application Number:	29296365
Application Number:	29296363
Application Number:	60045562
Patent Number:	4824129

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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ATTORNEY DOCKET NUMBER:	G1506-61
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NAME OF SUBMITTER:	Kai Goodwin
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Total Attachments: 9

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Security Agreement**") is made as of this 17th day of June, 2008, by REHRIG INTERNATIONAL INCORPORATED, a Delaware corporation ("**Borrower**"), in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company with an office at Two Commerce Square, 2001 Market Street, Suite 2610, Philadelphia, Pennsylvania 19103 ("**Lender**");

W I T N E S S E T H

WHEREAS, Borrower, Lender, Woodside RU Holdings, Inc., a Delaware corporation ("**Holdings**") and Rehrig International Incorporated, a Delaware corporation ("**Rehrig**"; Holdings and Rehrig, collectively, the "**Other Borrowers**") are each parties to a certain Amended and Restated Loan and Security Agreement dated the same date as this Security Agreement (as amended, amended and restated, substituted, replaced or otherwise modified from time to time, the "**Loan Agreement**") and the Financing Documents (as defined in the Loan Agreement), which Financing Documents provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower'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, Borrower agrees as follows:

1. Incorporation of Financing Documents. The Financing Documents 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 Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in Borrower'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. Borrower 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) except as set forth in Schedule 11.20 to the Loan Agreement, Borrower 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 Borrower not to sue third persons;

(iii) subject to the disclosures set forth in Schedule 11.20 to the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

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

4. Restrictions on Future Agreements. Borrower agrees that until Obligations shall have been satisfied in full and the Financing Documents shall have been terminated, Borrower 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 Lender under this Security Agreement.

5. New Patents. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Patents listed on Schedule A to this Security Agreement and Schedule A to the Patent Security Agreement dated as of May 7, 2007 and executed by the Borrower in favor of the Lender, constitute all of the federally registered Patents and Patent applications now owned by Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Documents have been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower 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 Borrower shall give to Lender prompt written notice thereof. Borrower 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 and performance in full of Obligations and the termination of the Financing Documents. Borrower agrees that upon the occurrence of an Event of Default, the exercise by Lender of its rights hereunder with respect to all Patents shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment and performance in full of Obligations other than

inchoate indemnification obligations and termination of the Financing Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Documents

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender 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 Borrower and until paid shall constitute Obligations.

9. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any patent applications pending as of the date hereof or hereafter until Obligations shall have been paid and performed in full other than inchoate indemnification obligations and the Financing Documents have been terminated provided that diligent prosecution shall not require the filing of any such application in a foreign jurisdiction or require the continuing prosecution of an application that, in the ordinary course of business, would be reasonably determined by the Borrower not to merit continuing prosecution, (ii) to make application on unpatented but patentable inventions, in accordance with the Borrower's customary reasonable criteria, in the ordinary course of business, for determining whether such applications should be made, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable, provided that the Borrower shall be permitted to abandon or otherwise cease to maintain particular patents, in the ordinary course of business, that are reasonably determined by Borrower not to merit continuing maintenance, and (iv) to ensure that the Patents are and remain enforceable, provided that the Borrower shall be permitted to abandon or otherwise cease to maintain particular patents, in the ordinary course of business, that are reasonably determined by Borrower not to merit continuing maintenance. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Lender's Right to Sue. After an Event of Default that remains continuing, 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, Borrower 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 Borrower 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 Borrower 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 Financing 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. 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 Documents. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower 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 Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower'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. Borrower 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 Obligations shall have been paid and performed in full and the Financing Documents have been terminated. Borrower 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 Financing 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 Financing Documents, 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 Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, 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. Borrower 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.

19. Survival of Representations. All representations and warranties of Borrower 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 Documents.

[SIGNATURES BEGIN FOLLOWING PAGE.]

FIRST SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

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

REHRIG INTERNATIONAL
INCORPORATED

By: 


Kevin S. Flannery,
Chief Executive Officer

[LASALLE AGREEMENT AND ACCEPTANCE APPEARS ON NEXT PAGE.]

SECOND SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By: 
Patrick M. Cornell,
First Vice President

SCHEDULE A TO PATENT SECURITY AGREEMENT

Patents

<u>U.S. Patent No.</u>	<u>Patent Description</u>	<u>Issue Date</u>
5331756	Basket wall with placard display assembly with retaining means within the wall exterior and interior faces	07-26-1994
5210968	Advertising panel for shipping carts	05-18-1993
5111604	Basket wall and placard display assembly	05-12-1992
4922639	Cart with advertising panels	05-08-1990
4824129	Plastic dolly with protective caps	04-25-1989
4822066	Strengthened plastic dolly	04-18-1989
D317219	A combined shopping cart basket and advertising panels therefore	05-28-1991
D311983	A reinforcing ring for a container	11-06-1990
D296259	A cart basket	06-14-1988

Patent Applications

<u>Ref #</u>	<u>Application Date</u>	<u>Title</u>	<u>Application #</u>
0765473-2529	10/7/2003	Bulk Item Cart (BOB Cart)-Design	29/191,314
0765473-2530		Utility Patent Application for "Cart"	
0765473-2534	12/4/2003	Nestable "lift & lock" Cart	60/526,586
0765473-2524	10/7/2003	Process 7 Apparatus for Coating Components	10/679,436
0765473-2527	6/14/2004	Bulk Item Cart (BOB Cart)-Utility	10/865,992
	8/21/2003	Bulk Item Cart (BOB Cart)-Utility	60/496,686
0765473-2557	1/13/2005	Shopping Cart with U Bracket	60/643,355
0765473-2534	10/26/2006	Cart	60/526,586
0765473-2534	Not Yet Filed	Nestable Cart	Not Yet Filed
0765473-2557	10/18/2007	Nestable Cart	60/643,355
0765473-2555	10/18/2007	Shopping Cart with U Bracket	Filed Closed
0765473-2558	10/27/2005	Shopping Cart with U Bracket	60/730,360
0765473-2563	10/26/2006	Cart with Caster Lift	11/586,725
0765473-2561	3/7/2006	Cart with Caster Lift	60/779,435
0765473-2566	3/7/2007	Molded Shopping Cart and Method of Molding a	11/683,240
0765473-2567	File Closed	Molded Shopping Cart and Method of Molding a	File Closed
0765473-2568	10/18/2007	NB0673 - Shopping Cart	29/296,365
0765473-2569	10/18/2007	NB1262 - Shopping Cart	29/296,363
0765473-2570	File Closed	NB0673 - Shopping Cart	File Closed
0765473-2571	Not Yet Filed	Wire Cart	Not Yet Filed
0765473-2572	10/27/2005	Cart	Abandoned

5/5/1997

Molded Plastic Basket and Rear Panel
for Shopping Cart

60/045,562