

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 7/31/2008)

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)

EVRIHOLDER PRODUCTS, LLC

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

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

Execution Date(s) AUGUST 15, 2008

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: HARRIS, N.A.

Internal Address: _____

Street Address: 3901 WEST 86TH STREET

City: INDIANAPOLIS

State: INDIANA

Country: US

Zip: 46268

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

SEE SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

B. Patent No.(s)

SEE SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional numbers attached? ☒ Yes ☐ No

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

Name: Alastair J. Warr

Internal Address: Krieg DeVault LLP, Suite 2800

Street Address: One Indiana Square

City: Indianapolis

State: Indiana

Zip: 46204-2079

Phone Number: (317) 238-6248

Fax Number: (317) 636-1507

Email Address: ipdocketing@kdlegal.com

6. Total number of applications and patents Involved: 22

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 880.00

☒ 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

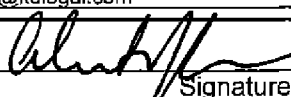
a. Credit Card Last 4 Numbers 1054

Expiration Date 04/2009

b. Deposit Account Number _____

Authorized User Name Alastair J. Warr

9. Signature:



Signature

October 2, 2008

Date

Alastair J. Warr

Name of Person Signing

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

11

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 \$840.00 29317735

700386477

PATENT
REEL: 021617 FRAME: 0814

Additional Receiving Parties

Centerfield Capital Partners II, L.P.
10 West Market Street
Indianapolis, Indiana 46204

SCHEDULE A
PATENTS

Title	Patent Type	Country	Application Serial Number	Filing Date	Patent Number
Apple Saver	Design	USA	29/317,735	May 6, 2008	
Apple Saver	Utility	USA	12/115,714		
Avocado Saver	Design	USA	29/299,434		
Bacon Cooker	Design	USA	29/298,453		
Combination Bag Cutter and Bag Clip	Design	USA	29/248,205	August 2, 2006	D566,511
Sandwich Bread Crust Cutter	Design	USA	29/282,431	July 20, 2007	D563,178
Cleaning Organizer	Design	USA	29/172,342	December 10, 2002	D485,103
Cleaning Organizer System	Utility	USA	10/315,881; Publication No. 20040108242	December 10, 2002	Abandoned
Sandwich Bread Crust Cutter	Design	USA	29/282,430	July 20, 2007	D566,487
Organizer System [-Evristor N More]	Design	USA	29/298,457		
Bread Crust Cutter	Design	USA	29/299,417		
Hair Stopper	Design	USA	29/236,949	August 23, 2005	D550,819
Collapsible Rack Unit	Utility	USA	11/516,146; Publication No. 20080053936	September 5, 2006	
Collapsible Rack Unit	Utility	Canada	2,600,136	September 5, 2007	
Lemon Saver	Design	USA	29/319,722		
Lemon Squeezer	Design	USA	29/317,680		
Onion Saver	Design	USA	29/319,720		
Pebble Peeler	Design	USA	29/321,827		
Bagel Slicer	Design	USA	29/317,688		
Sink Strainer	Design	USA	29/282,547		
Sandwich Bread Crust Cutter	Design	USA	29/249,551	October 12, 2006	D556,520
Tie & Belt Organizer	Design	USA	29/036,215	March 15, 1995	D368,166

KD_IM-1770015_1.DOC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 15, 2008, between **EVRIHOLDER PRODUCTS, LLC**, an Indiana limited liability company with its principal office located at 1530 South Lewis Street, Anaheim, California 92805 ("Debtor"), and **HARRIS N.A.**, a national banking association with offices located at 3901 West 86th Street, Indianapolis, Indiana 46268 (the "Bank") and **CENTERFIELD CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership ("Subordinated Lender") (the Bank and Subordinated Lender collectively referred to herein as "Secured Party").

The Debtor and the Bank are entering into a Credit Agreement dated as even date herewith (as it may be amended or modified from time to time, the "Credit Agreement"). The Debtor and the Subordinated Lender are entering into a Senior Subordinated Note and Unit Purchase Agreement dated as of even date herewith (as it may be amended or modified from time to time, the "Subordinated Note Agreement"). The Bank and the Subordinated Lender are entering into a Subordination and Intercreditor Agreement as of even date herewith (as it may be amended or modified from time to time, the "Subordination Agreement"), which establishes the relative rights and priorities of the Bank and Subordinated Lender. The Debtor is entering into this Intellectual Property Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Bank to enter into and extend credit to the Debtor under the Credit Agreement and in order to induce the Subordinated Lender to enter into and extend credit to the Debtor under the Subordinated Note Agreement.

ACCORDINGLY, the Debtor and the Secured Party hereby agree as follows:

Section 1. Definitions: Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Indiana.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations to the Bank and the Obligations under the Subordinated Note Agreement to the Subordinated Lender, Debtor hereby grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and trademarks and patent and trademark applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, trademarks, and patent and trademark applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

Section 3. Supplement to Credit Agreement. (a) This Agreement has been entered into in conjunction with the security interests granted to Bank under the Credit Agreement or other security documents referred to therein. The rights and remedies of Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

(b) This Agreement has been entered into in conjunction with the security interests granted to Subordinated Lender under the Subordinated Note Agreement or other security documents referred to therein. The rights and remedies of Subordinated Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Subordinated Note Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the

grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

Section 6. Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

Section 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

Section 8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Indiana, but giving effect to federal laws applicable to national banks.

Section 9. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Debtor and the Secured Party relating to the Collateral and supersedes all prior agreements and understandings between the Debtor and the Secured Party relating to the Collateral.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no secured Obligations outstanding) until (i) the Credit Agreement and the Subordinated Note Agreement have terminated pursuant to their respective express terms and (ii) all of the secured Obligations have been indefeasibly paid and performed in full and no commitments of the Secured Party or the Lenders which would give rise to any secured Obligations are outstanding.

Section 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain

covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 14. Notices. Any notice required or permitted to be given under this Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

EVRIHOLDER PRODUCTS, LLC

By: Steve A. Cobb
Steve A. Cobb, Secretary

HARRIS N.A.

By: Andrew Cardimen
Andrew Cardimen, Senior Vice President

CENTERFIELD CAPITAL PARTNERS II, L.P.

By: Faraz Abbasi
Printed: Faraz Abbasi
Title: Authorized Manager and Manager

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

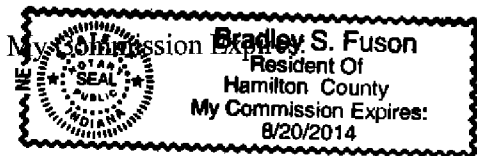
Before me, a Notary Public in and for said County and State, personally appeared Steve A. Cobb, the Secretary of Evriholder Products, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity.

WITNESS my hand and Notarial Seal this 14th day of August, 2008.

Bradley S. Fuson
Notary Public

Notary Public (Printed)

My County of Residence:



STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Faraz Abbasi, the Manager of Centerfield Capital Partners II, L.P., an Indiana limited partnership, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity.

WITNESS my hand and Notarial Seal this 14th day of August, 2008.

Bradley S. Fuson
Notary Public

Notary Public (Printed)

My County of Residence:

My Commission Expires:

**SCHEDULE B
TRADEMARKS**

Trademark	Country	Application # / Date	Publication Date	Registration Number/Date	Status / Next Renewal
Avosaver	USA	77/295644			Allowance Issued July 1 2008
Avosaver	Canada	1389955			Pending
Bacon Genie	USA	77/295646	April. 1, 2008		Published
Bacon Genie	Canada	1389957			Pending
Boot Mates	USA	77/125349	March 18, 2008		Published
Cord Clipster	Canada	1340910	October 17, 2007		Published
Cord-Clipster	USA	77/138742 Mar. 23, 2007	Sept. 4, 2007	3473206 July 22, 2008	Registered July 22, 2018
Dynobox	USA	77/295671 Oct. 3, 2007	Apr. 8, 2008		Published
Dynobytes	Canada	1317871 Sept. 25, 2006			Pending
Dynobytes	USA	77/005679 Sept. 22, 2006	June 12, 2007	3284317 Aug. 28, 2007	Registered Aug. 28, 2007
Easi-Twist	Canada	1243817 Jan. 17, 2005			Examiner Objection
Easi-Twist	USA	78/496586 Oct. 7, 2004	Dec. 20, 2005	3067678 Mar. 14, 2006	Registered Mar. 14, 2016
EcoMicro	USA	77/402119 Feb. 20, 2008	July 8, 2008		Published
Evriholder	Canada	1392690 Apr. 23, 2008			Pending
Evriholder	European Commun.	006857759 April 23, 2008			Pending
Evriholder	USA	77/311653 Oct. 23, 2007			Pending
Evrimeasure	Canada	1314792 Aug. 29, 2006	May 30, 2007	703193 Dec. 14, 2007	Registered Dec. 14, 2022
Evrimeasure	USA	78/946905 Aug. 7, 2006	Apr. 10, 2007	3360962 Dec. 25, 2007	Registered Dec. 25, 2017
Evriscoop	Canada	1305000 June 9, 2006	May 30, 2007		Published
Evriscoop	USA	78/883381 May 15, 2006	Apr. 10, 2007		Published
Evristor N More	Canada	1362477 Sept. 5, 2007			Pending
Evristor N More	USA	77/123987 Mar. 6, 2007	Sept. 4, 2007	3473131 Jul. 22, 2008	Registered Jul. 22, 2018
Evritime	Canada	1389958 Apr. 3, 2008			Pending
Evritime	USA	77/295655 Oct. 3, 2007			Pending
Evri-twist	USA	77/346981 Dec. 7, 2007	Mar. 18, 2008		Published
Furemover	Canada	1240828 Dec. 15, 2004	July 19, 2006	TMA702551 Dec. 7, 2007	Registered Dec. 7, 2022
Furemover	USA	76/456310		2740231	Registered

		June 26, 2002		July 22, 2003	July 22, 2013
Furemover	USA	78/496584 Oct. 7, 2004	Dec. 6, 2005	3062701 Feb. 28, 2006	Registered Feb. 28, 2016
Fuzzy Feathers	Canada	1362476 Sept. 5, 2007			Pending
Fuzzy Feathers	USA	77/123988 Mar. 6, 2007	Sept. 4, 2007	3473132 July 22, 2008	Registered July 22, 2018
Fuzzy Wuzzy	Canada	1362478 Sept. 5, 2007			Pending
Fuzzy Wuzzy	USA	77/125463 Mar. 8, 2007	Sept. 4, 2007	3339036 Nov. 20, 2007	Registered Nov. 20, 2017
Glam-Gloves	USA	77/346995 Dec. 7, 2007			Suspended
Kitchensync	Canada	1272562 Sept. 19, 2005	July 5, 2006	702952 Dec. 12, 2007	Registered Dec. 12, 2022
Kitchensync	USA	78/228713 Mar. 21, 2003	May 4, 2004	2924241 Feb. 1, 2005	Registered Feb. 1, 2015
Nana Saver	Canada	1389961 Apr. 3, 2008			Pending
Nana Saver	USA	77/295649 Oct. 3, 2007	Apr. 22, 2008		Published
Pour 'N Store	USA	78/496588 Oct. 7, 2004	Dec. 27, 2005	3070457 Mar. 21, 2006	Registered Mar. 21, 2016
Scented Beans	USA	77/295647 Oct. 3, 2007			Pending
Scoop-Strainer	USA	78/759149 Nov. 22, 2005		3219100 Mar. 13, 2007	Registered Mar. 13, 2017
Scrub N Rub	Canada	1389960 Apr. 3, 2008			Pending
Scrub N Rub	USA	77/295656 Oct. 3, 2007	Aug. 19, 2008		Published
Shoe Beans	USA	77/123989 Mar. 6, 2007	Mar. 18, 2008		Published
Slipper Genie	Canada	1362498 Sept. 5, 2007			Pending
Slipper Genie	USA	77/123990 Mar. 6, 2007	Mar. 18, 2008		Published
Sweetbytes	Canada	1345478 Apr. 27, 2007	Mar. 12, 2008		Published
Sweetbytes	USA	77/177329 May 10, 2007	Mar. 25, 2008		Published
Tea Tulip	USA	77/295641 Oct. 3, 2007	Apr. 8, 2008		Published – Allowance Issued July 1 2008
T-Squeeze	USA	77/295650 Oct. 3, 2007			Pending