

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
KRACO ENTERPRISES, LLC	10/03/2008

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2 North Lake Avenue
Internal Address:	Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	D569318
Patent Number:	D550137
Patent Number:	D542203
Patent Number:	D537025
Patent Number:	D535929
Patent Number:	D491122
Patent Number:	D489306
Patent Number:	D471850
Patent Number:	D470092
Patent Number:	D469726
Patent Number:	D467532
Patent Number:	D458884
Patent Number:	D457845
Patent Number:	D455384

PATENT

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Patent Number:	D447104
Patent Number:	D447103
Patent Number:	D393238
Patent Number:	D358572
Patent Number:	D358571
Patent Number:	5537300

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	3008309.334977
NAME OF SUBMITTER:	Kimberley A. Lathrop

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 3rd day of October, 2008, by the Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of October 3, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those U.S. patents and U.S. published patent applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not

they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new U.S. patents, U.S. published patent applications or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations.

Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

KRACO ENTERPRISES, LLC,
an Illinois limited liability company

By: 

Name: Robert R. Brocoff


Title: President, COO & CFO

Signature Page to Patent Security Agreement

PATENT
REEL: 021630 FRAME: 0713

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: ROBIN L. ARRIOLA
Title: VICE PRESIDENT

Signature Page to Patent Security Agreement

PATENT
REEL: 021630 FRAME: 0714

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
US	Vehicle floor mat	D569,318	05/20/08
US	Vehicle floor mat	D550,137	09/04/07
US	Vehicle floor mat	D542,203	05/08/07
US	Vehicle floor mat	D537,025	02/20/07
US	Vehicle floor mat	D535,929	01/30/07
US	Vehicle floor mat	D491,122	06/08/04
US	Vehicle floor mat	D489,306	05/04/04
US	Vehicle floor mat	D471,850	03/18/03
US	Vehicle floor mat	D470,092	02/11/03
US	Vehicle floor mat	D469,726	02/04/03
US	Reversible vehicle floor mat	D467,532	12/24/02
US	Vehicle floor mat	D458,884	06/18/02
US	Vehicle floor mat	D457,845	05/28/02
US	Vehicle floor mat	D455,384	04/09/02
US	Vehicle floor mat	D447,104	08/28/01
US	Vehicle floor mat	D447,103	08/28/01
US	Vehicle floor mat	D393,238	04/07/98
US	Vehicle rear floor mat	D358,572	05/23/95
US	Vehicle front floor mat	D358,571	05/23/95

Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
US	Control panel	5,537,300	07/16/96

Licenses

None.