

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Rider to General Security Agreement - Patents

CONVEYING PARTY DATA

Name	Execution Date
Wardwell Braiding Machine Company	11/19/2008

RECEIVING PARTY DATA

Name:	Keltic Financial Partners, LP
Street Address:	580 White Plains Road
Internal Address:	Suite 610
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	7270043
Patent Number:	7175125
Patent Number:	D356096
Patent Number:	5247184
Patent Number:	5158530
Patent Number:	6360999
Patent Number:	5717734
Patent Number:	5566604
Application Number:	11705199

CORRESPONDENCE DATA

Fax Number: (215)564-8120

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

Phone: 856-321-2405

Email: kgibson@stradley.com

Correspondent Name: Michael P. Bonner, Esquire

PATENT

500714339

REEL: 021876 FRAME: 0780

CH \$360.00 7270043

Address Line 1:	200 Lake Drive East
Address Line 2:	Woodland Falls Corporate Park, Suite 100
Address Line 4:	Cherry Hill, NEW JERSEY 08002

ATTORNEY DOCKET NUMBER:	181382-0016
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NAME OF SUBMITTER:	Michael P. Bonner
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Total Attachments: 8

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Rider to General Security Agreement - Patents

THIS RIDER TO GENERAL SECURITY AGREEMENT ("Rider") is executed as of this 19th day of November, 2008, by and between **WARDWELL BRAIDING MACHINE COMPANY**, a Maine corporation (the "**Grantor**") with an address at 1211 High Street, Central Falls, Rhode Island 02863, and **KELTIC FINANCIAL PARTNERS, LP** (the "**Lender**"), with an address at 580 White Plains Road, Suite 610, Tarrytown, New York 10591. This Rider is incorporated into and made part of that certain General Security Agreement ("**Security Agreement**") between the Grantor and the Lender dated contemporaneously herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender (all such documents including this Rider 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 other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Lender the Patent Collateral (as hereinafter defined). The Lender desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Lender a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "**Applications**"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "**Patent Rights**"); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "**Claims**") (the Patent Rights and Claims collectively referred to as the "**Patent Collateral**").

2. Representations and Warranties. The Grantor warrants and represents to the Lender that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, other than Permitted Liens.

3. Covenants. The Grantor further covenants to the Lender that until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider.

4. **Maintenance of Patent Collateral.** The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Lender's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. **Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without the prior written consent of the Lender.

6. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

7. **Prosecution of Patent Applications.**

(a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Lender. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Lender.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Lender.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Lender may, at the Lender's option, be joined as a nominal party to such suit if the Lender shall be satisfied that such joinder is necessary and that the Lender is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Lender pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents or as otherwise provided in the Security Agreement, the Lender shall execute and deliver to the Grantor all documents necessary to terminate the Lender's security interest in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, 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 costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations to the Lender and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Patent Collateral.

13. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Continued on Next Page]

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

WARDWELL BRAIDING MACHINE COMPANY

By: Duane O. Schmidt
Name: Duane O. Schmidt
Title: Vice President/Finance and Treasurer

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

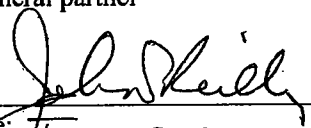
By: _____
Name:
Title:

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

WARDWELL BRAIDING MACHINE COMPANY

By: _____
Name: Duane O. Schmidt
Title: Vice President/Finance and Treasurer

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

By:  _____
Name: JOHN P. REILLY
Title: PRESIDENT & CEO

STATE OF Rhode Island
COUNTY OF Providence

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)
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ss:

On this, the 14th day of November, 2008, before me, a Notary Public, the undersigned officer, personally appeared Duane O. Schmidt, who acknowledged himself to be the Vice President/Finance and Treasurer of Wardwell Braiding Machine Company, and that he, 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.



Ruth Kwole
Notary Public
My commission expires: 6-3-2012

STATE OF _____
COUNTY OF _____

)
)
)
ss:

On this, the _____ day of November, 2008, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

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

Notary Public
My commission expires:

STATE OF _____)
)
COUNTY OF _____) ss:

On this, the _____ day of November, 2008, before me, a Notary Public, the undersigned officer, personally appeared Duane O. Schmidt, who acknowledged himself to be the Vice President/Finance and Treasurer of Wardwell Braiding Machine Company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

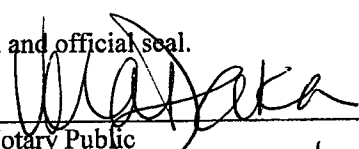
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

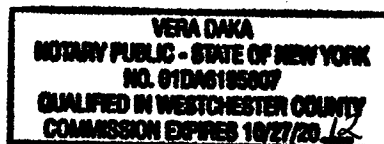
STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss:

On this, the 19th day of November, 2008, before me, a Notary Public, the undersigned officer, personally appeared JOHN P REILLY, who acknowledged himself to be the PRESIDENT & CEO of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

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



Notary Public
My commission expires: 10/27/2012



SCHEDULE A TO RIDER TO GENERAL SECURITY AGREEMENT - PATENTS

<u>PATENT NO.:</u>	<u>ISSUE (FILING) DATE:</u>	<u>TITLE:</u>
11/705199 (Pending)	2/12/07	Pay-off Apparatus for Winding Machine
7,270,043	1/25/06	Powered Lower Bobbin Feed System for Deflector Type Rotary Braiding
7,175,125	5/10/04	Take-up Apparatus for Winding Machine
D356,096 (Design Patent)	10/26/93	Winding Machine Pneumatic Retrofit Head
5,247,184	4/3/92	Photoelectric Bobbin Sensor with Retroreflective Filament Presence
5,158,530	12/9/91	Orthopedic Casting Method
6,360,999	11/10/99	LED Indicator Retaining Device
5,717,734	9/6/96	Digital Real Time X-Ray System Including Manipulator for Microfocus X-Ray
5,566,604	11/30/94	Apparatus for Extracting a Flexible Product from a Machine for Fabricating Same