

11/17/2008
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RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
FORM PTO-1286 (REV. 6-97) OMB No. 0591-0011 (EOL 4/94)		
Tab settings: >>>>		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Schroeder & Trammayne, Inc. c/o SBI Incorporated 8500 Valcour Avenue St. Louis, Missouri 62123 Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No	2. Name and address of receiving party(ies) Name: <u>Webster Business Credit Corporation</u> Internal Address: _____ Street Address: <u>380 Lexington Avenue</u> City <u>New York</u> STATE <u>NY</u> ZIP <u>10017</u> Additional name(s) & address(es) attached? ☐ Yes ☒ No	
3. Nature of conveyance: ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other _____ Execution Date: <u>September 28, 2008</u>		
4. Application Number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>See Attached Schedule I</u> B. Patent No.(s) <u>See Attached Schedule I</u> Additional numbers attached? ☒ Yes ☐ No		
5. Name and Address of party to whom correspondence concerning document should be mailed: Name: <u>Joseph Borgman</u> Internal Address: <u>QT Lien Solutions</u> Street Address: <u>187 Wolf Rd</u> <u>Ste 101</u> City: <u>Albany</u> State: <u>NY</u> ZIP <u>12205</u>	6. Total number of applications and patents involved 13 7. Total fee (37 CFR 3.41) \$ <u>520.00</u> ☐ Enclosed ☒ Authorized to be charged to CREDIT CARD 8. Deposit account number: <u>LAST 4 DIGITS 5683</u> <u>EXP DT: 11/09</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Sarah M. Gilbert, Esq.</u> Name of Person Signing <u>Sarah Gilbert</u> Signature <u>November 17, 2008</u> Date Total number of pages including cover sheet, attachments, and document: 8		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box 500
 Washington, D.C. 20531

OP \$520.00 D531522

SCHEDULE I

SCHROEDER & TREMAYNE, INC. Patent Status Report

Patent No.	Country	Application / Filing Date	Patent No. Issue Date	Status	Expiration
BULLET MIRROR CLOCK	US	29/231,594 08/07/2005	D531,522 11/07/2006	Issued	Patent Expires 11/07/2020
COMBINATION SCRUB BRUSH	US	09/684,208 08/18/2000	6,499,175 12/31/2002	Design Patent Expired	Patent Expires 02/27/2007
GAUGE CLUSTER	US	29/231,595 08/07/2005	D538,894 03/20/2007	Utility Patent Issued	Patent Expires 03/20/2021
GEAR SHIFT COAT HANGER	US	29/232,477 08/20/2005	D544,279 05/12/2007	Design Patent Issued	Patent Expires 08/21/2021
HAND HELD APPLICATOR SPONGE	US	29/121,824 04/13/2000	D437,095 01/30/2001	Design Patent Issued	Patent Expires 01/30/2015
HAND HELD DETAILING BRUSH	US	29/121,771 04/13/2000	D436,970 01/09/2001	Design Patent Issued	Patent Expires 01/09/2015
HAND-HELD SCRUB BRUSH WITH INTEGRATED DETAILING BRUSH	US	09/684,581 08/19/2000	6,574,822 08/10/2003	Design Patent Expired	Patent Expires 08/10/2007
HAND HELD UTILITY BRUSH	US	29/121,770 03/13/2000	D438,448 01/23/2001	Utility Patent Issued	Patent Expires 01/23/2015
MESH BRUSH	US	09/673,521 10/09/2001	6,584,638 07/01/2003	Design Patent Expired	Patent Expires 07/01/2007
MULTI-LAYER COMBINATION SPONGE	US	09/684,485 08/16/2000	6,486,822 11/28/2002	Utility Patent Expired	Patent Expires 01/23/2007

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THERAPEUTIC MASSAGE MASK	US	09/572,634 12/14/1995	5,628,772 05/13/1997	Issued Utility Patent	12 Year Maintenance fee due 11/14/2008
TRIPLE LAYER SPONGE	US	28/121,823 04/13/2000	D450,185 11/06/2001	Issued Design Patent	Patent Expires 11/13/2015 Patent Expires 11/06/2015
WING DISPLAY SHELF	US	29/231,956 08/07/2005	D520,788 05/18/2008	Issued Design Patent	Patent Expires 05/18/2020

Current as of: September 26, 2008
394437.1

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 26, 2008, is made by the undersigned (individually and collectively, the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("Lender"), pursuant to that certain "Credit and Security Agreement", dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Patents (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender all of its right, title and interest in and to, and granted to the Lender a security interest in, the property described therein, including, without limitation, all of the Company's Patents (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds of any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in and a collateral assignment of the Property (as hereinafter defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for

letters patent of the United States or any other country, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender in, and collaterally assigns to the Lender all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Patent now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals of registrations thereof, and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the Lender exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Lender hereby grants to the Company the exclusive, nontransferable, royalty-free right and license under the Property for the Company's own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Lender of the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Company shall terminate.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds,

assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Patent (including any Patent application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Patent. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Patents (and Patent applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Lender shall have no obligation or responsibility to protect or defend this Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clauses (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

"COMPANY"

SBI INCORPORATED

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

SCHROEDER & TREMAYNE, INC.

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

INDOX SERVICES INC.

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

SERVICE BLUEPRINT COMPANY

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

SERVICE REPROGRAPHICS, INC.

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

CAIN SQUARE, LTD.

By: John G. Wilmsen Sr.

Name: John G. Wilmsen, Sr.
Title: President

STATE OF Missouri)
City) ss.:
COUNTY OF St. Louis)

On September __, 2008, before me personally came John G Wilmsen, Sr., to me personally known and known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is the President of each entity described in and which executed the foregoing instrument as "Company"; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Cindy Fogelman

My Commission Expires

[NOTARIAL SEAL]

