

11-26-2008

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103536903

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)**

Crestwood Partners LLC

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

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

Execution Date(s) October 2, 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: U.S. Bank N.A.

Internal Address: \_\_\_\_\_

Street Address: 10 West Broad Street - 12th Floor

City: Columbus

State: Ohio

Country: USA Zip 43215

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)

B. Patent No.(s)

29/326507

Additional numbers attached? ☐ Yes ☒ No

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

Name Kristin Richner, Esq.

Internal Address: \_\_\_\_\_

Street Address: 41 South High Street - Suite 2000

City: Columbus

State: Ohio Zip 43215

Phone Number: 614-365-2846

Fax Number: 614-365-2499

Email Address: krichner@ssd.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 503810

Authorized User Name Daniel M. Maher

11/25/2008 DRYME 00000046 503810 29326507

FC:0021 November 20, 2008

Date

**9. Signature:**

Signature

Kristin Richner, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT  
REEL: 021910 FRAME: 0085

**AMENDMENT NO. 1**

Dated as of November 5, 2008

to

**AMENDED SECURITY AGREEMENT**

Dated as of October 2, 2008

THIS AMENDMENT NO. 1 (this "Amendment") is made as of November 5, 2008 by and among Crestwood Partners LLC (the "Debtor") and U.S. Bank N.A. (the "Bank") to that certain Amended Security Agreement, dated as of October 2, 2008 by and among the Debtor and the Bank (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Security Agreement.

WHEREAS, pursuant to Section 2.11.2(e) of the Security Agreement, the Debtor has reported to the Bank that it has filed applications for the registration of Intellectual Property with the United States Patent and Trademark Office (the "Additional IP"); and

WHEREAS, in order to document and perfect its security interest in the Additional IP, the Bank requires an amendment to the Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Bank have agreed to enter into this Amendment.

**Amendments to Security Agreement.** Effective as of the date of execution hereof, the Security Agreement is hereby amended by adding the Additional IP to Schedule A of the Security Agreement, as set forth on Exhibit 1 hereto.

**Reference to and Effect on the Security Agreement.**

Upon the effectiveness hereof, each reference to the Security Agreement in the Security Agreement or any Loan Document shall mean and be a reference to the Security Agreement as amended hereby.

The Security Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect as of the date of the execution of the Security Agreement and are hereby ratified and confirmed.

The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Bank, nor constitute a waiver of any provision of the Security Agreement or any Loan Documents or other documents, instruments and agreements executed and/or delivered in connection therewith.

**Governing Law.** This Amendment shall be construed in accordance with and governed by the law of the State of Ohio.

**Headings.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

**Counterparts.** This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

**IN WITNESS WHEREOF**, the Debtor and the Bank have caused this Amendment to be executed on their respective behalf by their duly authorized representatives as of the date first above written.

Crestwood Partners LLC

Debtor Name

By

  
Name and Title Richard Adamany, ~~Member and~~ President

U.S. Bank N.A.

Bank Name

By

  
Name and Title Martin Durkin, Vice President

**Exhibit 1**

**Crestwood Partners, LLC**

**Additional Patents and Trademarks**

Patent: 29/326507 filed 10/20/08

Trademarks: 77/599683 filed 10/24/08

77/598677 filed 10/23/08

77/601751 filed 10/28/08