

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arista Enterprises Inc.	11/13/2008

RECEIVING PARTY DATA	
Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 33

Property Type	Number
Application Number:	29289106
Application Number:	29289114
Patent Number:	D571628
Patent Number:	D568700
Patent Number:	D415485
Patent Number:	5700158
Patent Number:	6447330
Patent Number:	6619981
Patent Number:	D572763
Patent Number:	D553461
Application Number:	29304554
Application Number:	11646646
Patent Number:	D439353
Patent Number:	D438996
Patent Number:	6347796

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Patent Number:	6273581
Patent Number:	6367946
PCT Number:	US0118426
Patent Number:	6685336
Patent Number:	6666565
Patent Number:	6942358
Patent Number:	5615945
Application Number:	11646893
Application Number:	11649119
Patent Number:	5768344
Application Number:	11328017
Application Number:	11646647
Application Number:	10941148
Patent Number:	6782974
Application Number:	29289108
Patent Number:	5236371
Application Number:	11646740
Application Number:	10420457

CORRESPONDENCE DATA

Fax Number: (314)231-1776
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-889-8000
Email: uspt@polsinelli.com
Correspondent Name: POLSINELLI SHALTON FLANIGAN SUELTHAUS PC
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Address Line 2: Suite 1100
Address Line 4: St. Louis, MISSOURI 63102-1825

ATTORNEY DOCKET NUMBER:	053188-117547
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NAME OF SUBMITTER:	Jeffrey E. Fine
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Total Attachments: 13
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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 13th day of November, 2008, by ARISTA ENTERPRISES INC, a New York corporation, whose address is 125 Commerce Drive, Hauppauge, New York 11788 ("Arista"), in favor of STERLING NATIONAL BANK, a national banking association whose address is 500 Seventh Avenue, New York, New York 10018 (the "Secured Party").

WITNESSETH:

WHEREAS, Arista is justly indebted to the Secured Party pursuant to that certain Loan and Security Agreement of even date herewith ("Loan Agreement") arising from a line of credit established for the benefit of Arista in the principal amount of \$5,000,000.00 and other obligations as set forth in the Loan Agreement; and

WHEREAS, the Secured Party has required that Arista execute and deliver this Agreement to secure Arista's performance under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arista hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Arista's obligations arising under the Loan Agreement and related loan documents (the "Obligations"), Arista hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the

"Trademarks"); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule C attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Copyrights"), and together in each case with the goodwill of Arista's business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of Arista. Arista represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor;

(d) Arista is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Arista not to sue third persons;

(e) Arista has the unqualified right to enter into this Agreement and perform its terms; and

(f) Arista has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. Arista agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Arista's obligations under this Agreement without Secured Party's prior written consent. Arista further agrees that at any time and from time to time, at the expense of Arista, Arista will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with

respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, Arista shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Arista shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Arista authorizes Secured Party to modify this Agreement by amending Schedules A, B, and C to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of Arista if permitted by applicable law.

6. Default. If Arista shall fail to pay the Obligations as and when due, or otherwise fails to perform any of its duties hereunder or under any other agreement, instrument or document evidencing or securing the Obligations, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Arista, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which Arista may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to Arista. Notice of any sale or other disposition of the Intellectual Property shall be given to Arista at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Arista hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Arista, which right is hereby waived and released.

7. Termination of Security Interest. At such time as Arista shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to Arista all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in Arista full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement 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, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Arista on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Loan Agreement.

9. Preservation of Intellectual Property. Arista shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Arista. Arista shall not abandon any Intellectual Property without the prior written consent of Secured Party. Arista shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. No Waiver. No course of dealing between Arista and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Arista to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Arista may not assign or delegate any of its rights of obligations under this Agreement.

15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of this 13th day of November, 2008.

ARISTA ENTERPRISES INC ("ARISTA")

By: 

Name: Richard Leifer

Title: President

STERLING NATIONAL BANK

("Secured Party")

By: 

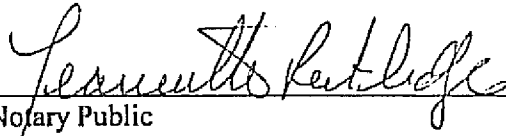
Name: Aimee Spenhato

Title: Vice President

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

On this 13th day of November, 2008, before me personally appeared Aimee Spennato, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of **STERLING NATIONAL BANK**, a national banking association, and that said instrument was signed on behalf of said company by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

7/9/2009

(SEAL)

JEANETTE RUTLEDGE
Notary Public of New Jersey
My Commission Expires July 9 2009

SCHEDULE A
Patents

See Schedule attached consisting of 3 pages

Arista Enterprises Inc.

Patent Name	Country	Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
Bag Opener	USA	200-132	New	7/6/2007	29/289,106			Pending
Box Opener	USA	200-136	New	7/6/2007	29/289,114			Pending
Can Opener	USA	200-128A	New	7/6/2007	29/289,105	6/24/2008	D571,628	Issued
Can Opener	USA	200-130	New	7/6/2007	29/289,109	5/13/2008	D568,700	Issued
Controller for Game Machine	USA	200-3	New	7/7/1998	29/090,554	10/19/1999	D415,485	Issued
Cord-Reel Assembly Mounted Within a Wall	USA	200-24A	New	3/6/1996	08/611,370	12/23/1997	5,700,158	Issued
Cord-Reel Assembly Partially Mounted Within a Wall	USA	200-39	New	3/5/2001	09/799,647	9/10/2002	6,447,330	Issued
	USA	200-39 (con)	CON	6/4/2002	10/161,828	9/16/2003	6,619,981	Issued
Desk Pad	USA	200-137	New	7/6/2007	26/289,107	7/8/2008	D572,763	Issued
Electric Scissor	USA	200-123	New	2/7/2007	29/272,375	10/23/2007	D553,461	Issued
Envelope Opener	USA	200-140	New	3/4/2008	29/304,554			Pending
Erasable Board Cover System	USA	200-112	New	12/28/2006	11/646,646			Published
Game Light	USA	200-20A	New	7/7/2000	29/126,140	3/20/2001	D439,353	Issued
Game Light	USA	200-20B	New	7/7/2000	29/126,143	3/13/2001	D438,996	Issued
Hand Held Video Game Case With Universal Power Pack	USA	4884-5	New	2/25/2000	09/513,542	2/19/2002	6,347,796	Issued
Light Apparatus	USA	200-21	New	6/9/2000	09/590,992	8/14/2001	6,273,581	Issued

For Illuminating A Compact Computer Video Screen	USA	200-21 (CIP)	CIP	7/13/2000	09/614,225	4/9/2002	6,367,946	Issued
	WIPO	200-21 (PCP)	CEQ	6/7/2001	PCT/USO1/18425			Pending
Light Emitting Diode (LED) Flashlight	USA	200-53	New	3/29/2002	10/112,023	2/3/2004	6,685,336	Issued
	USA	200-53 (CIP)	CIP	11/8/2002	10/291,308	12/23/2003	6,666,565	Issued
	WIPO	200-53 (CIP II)	CIP	10/7/2003	10/680,476	9/13/2005	6,942,358	Issued
Lighting Device For Use With Computers	USA	200-38	New	3/27/1996	08/624,747	4/1/1997	5,615,945	Issued
Message Device For Chair Type	USA	200-111	New	12/28/2006	11/646,893			Published
Method And Apparatus For Determining Meal Status In A Restaurant Environment	USA	200-89	New	1/3/2007	11/649,119			Published
Method And Apparatus For Screening Telephone Calls In Response To An Answering Device Beep Tone	USA	200-27	New	11/14/1995	557,447	6/16/1998	5,768,344	Issued
Package Opener	USA	200-106A	New	1/9/2006	11/328,017			Published
Package Opener	USA	200-122	New	12/28/2006	11/646,647			Published
Package Opening Device	USA	200-98	New	9/15/2004	10/941,148			Published
Server Call System	USA	200-5	New	5/8/2000	09/557,454	1/20/2004	6,782,974	Issued

	USA	200-5 (CIP-DIV)	Div	4/23/2003	10/420,457	8/31/2004	6,782,974	Issued
Shrink Wrap Opener	USA	200-133	New	7/6/2007	29/289,108			Pending
Wall-Mounted Electrical Power Supply	USA	200-22	New	10/23/1992	965,858	8/17/1993	5,236,371	Issued
Wireless (RFID) Enabled Check Presentation Device	USA	200-110	New	12/28/2006	11/646,740			Published

SCHEDULE B
(Trademarks)

None

SCHEDULE C
(Copyrights)

None