

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
LRM INDUSTRIES INTERNATIONAL, INC.	07/01/2009

**RECEIVING PARTY DATA**

<b>Name:</b>	Dale E. Polk Sr.
<b>Street Address:</b>	101 River Park Blvd.
<b>City:</b>	Titusville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32780

<b>Name:</b>	Dale E. Polk Jr
<b>Street Address:</b>	7483 Windover Way
<b>City:</b>	Titusville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32780

**PROPERTY NUMBERS Total: 22**

Property Type	Number
Patent Number:	6719551
Patent Number:	6869558
Patent Number:	6900547
Patent Number:	7208219
Application Number:	10885218
Application Number:	11140727
Application Number:	11586207
Application Number:	11512792
Application Number:	11512504
Application Number:	12033934

OP \$880.00 6719551

Application Number:	12052100
Application Number:	12052145
Application Number:	12102040
Application Number:	12165692
Application Number:	12187604
Application Number:	12327042
Application Number:	61082908
Application Number:	61107716
Application Number:	61144256
Application Number:	61148473
Application Number:	12102042
Application Number:	11602780

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34508
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 9  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

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)**  
  
LRM INDUSTRIES INTERNATIONAL, INC.  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Dale E. Polk, Sr.  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: \_\_\_\_\_  
101 River Park Blvd.  
City: Titusville  
State: FL  
Country: United States Zip: 32780  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) July 1, 2009  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Amended and Restated Intellectual Property Security Agreement

**4. Application or patent number(s):**  This document is being filed together with a new application  
A. Patent Application No (s)  
  
See Schedule A  
  
Additional numbers attached?  Yes  No

B. Patent No (s)

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: IP Research Plus  
Internal Address: \_\_\_\_\_  
Attn: Penelope J.A. Agoda  
Street Address: \_\_\_\_\_  
21 Tadcaster Circle  
City: Waldorf  
State: MD Zip: 20602  
Phone Number: 301-638-0511  
Fax Number: 866-826-5420  
Email Address: orders@ipresearchplus.com

**6. Total number of applications and patents involved:** 22  
**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 880.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and documents:

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

#2. Name and Address of Receiving Party(ies)

Additional Name -

Name: Dale E. Polk, Jr.

Street Address:

7483 Windover Way

City: Titusville

State: FL

Country: United States Zip: 32780

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement"), dated as of July 1, 2009, is made by LRM INDUSTRIES INTERNATIONAL, INC., a Delaware corporation (the "Debtor"), having its chief executive office at 135 Gus Hipp Blvd, Rockledge, Florida 32955, in favor of Dale E. Polk, Jr. and Dale E. Polk, Sr. (collectively, the "Secured Party").

**RECITALS**

WHEREAS, the Debtor has executed and delivered that certain Amended and Restated Security Agreement, dated as of July 1, 2009, made by the Debtor in favor of the Secured Party (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement") to amend, restate and replace, in its entirety, that certain Security Agreement, dated as of March 3, 2005 (the "LRM IP Security Agreement"), made by LRM Industries, LLC a Delaware limited liability company ("LRM") in favor of the Secured Party. Terms used as defined terms herein and not otherwise defined herein shall have the meaning provided in the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party a security interest in intellectual property owned by LRM immediately prior to the date hereof, sold, assigned and transferred by LRM to the Debtor in connection with or by reason of the merger of LRM with and/or into the Debtor, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby agrees to amend and restate the LRM IP Security Agreement as follows:

1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(a) all United States, international and foreign patents, patent applications and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) all existing United States, international and foreign trademarks and service mark registrations, applications, and licenses (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and

renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (the "Trademarks");

(c) all United States, international and foreign copyrights, whether registered or unregistered (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds and products of any of the foregoing.

2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations of the Debtor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

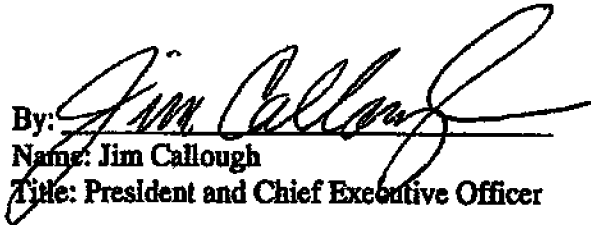
5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**  
*SUCCEEDING PAGE CONTAINS SIGNATURE OF THE PARTIES*

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LRM INDUSTRIES INTERNATIONAL, INC.

By:   
Name: Jim Callough  
Title: President and Chief Executive Officer

Address for Notices:

LRM INDUSTRIES INTERNATIONAL, INC.  
135 Gus Hipp Blvd.  
Rockledge, Florida 32955

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
Dale E. Polk, Sr.

\_\_\_\_\_  
Dale E. Polk, Jr.

*[Signature Page to A&R Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LRM INDUSTRIES INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: Jim Callough

Title: President and Chief Executive Officer

Address for Notices:

LRM INDUSTRIES INTERNATIONAL, INC.

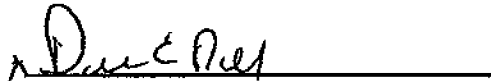
135 Gus Hipp Blvd.

Rockledge, Florida 32955

ACCEPTED AND AGREED:

x  \_\_\_\_\_

Dale E. Polk, Sr.

 \_\_\_\_\_

Dale E. Polk, Jr.

*[Signature Page to A&R Intellectual Property Security Agreement]*



PATENTS

**ISSUED PATENTS:**

US 6,719,551 B2  
US 6,869,558  
B2 US 6,900,547  
B2 US 7,208,219 B2  
US 2008/0273928 A1 (Issue Fee paid 09 January 2009; Molded Pile)

**PENDING PATENT APPLICATIONS:**

LRM-206

10/885,218; US 2004/0253430 A1  
Priority Date = 12-1 8-1 997  
No related foreign filings.

LRM-205.1

11/140,727; US 2006/0008967  
Priority Date = 12-1 8-1 997  
No related foreign filings.

2006-031 (Floor Panel System)

11/602-780; US 2007/0164481 A1  
Priority Date = 01-17-2006  
National Filings made in CA, MX and Thailand

2006-096 (Sink Marks — Ejector)

11/512,792; US 2008/0057286 A1  
Priority Date = 08-30-2006  
National Filings made in Canada and Thailand.

2006-097 (Sink Marks — Slide)

11/512,504; US 2008/0057285 A1  
Priority Date = 08-30-2006  
National Filings made in Canada and Thailand.

2006-021 (Hex Panel)

11/586,207; US 2008/0098685 A1  
Priority Date = 10-25-2006  
National Filing deadline = 04-25-2009

2006-124 (Molded Beam)  
12/033,934; US 2008/0229706 A1  
Priority Date = 03-08-2007  
National Filing deadline = 09-08-2009

2006-091 (SS-STF Flat Tab)  
12/052,100; US 2008/0258354 A1  
Priority Date = 04-20-2007  
National Filing deadline = 10-20-2009

2007-021 (SS-STF Tubular Tab)  
12/052,145; US 2008/0258329 A1  
Priority Date = 04-20-2007  
National Filing deadline = 10-20-2009

2007-022 (Dock)  
12/102,040; US 2008/0273926 A1  
Priority Date = 05-03-2007  
National Filing deadline = 11-03-2009

2007-034 (Emergency Shelter)  
12/165,692; Publication delayed pending security review  
Priority Date = 07-24-2007  
National Filing deadline = 01-24-2010

2007-041 (SS-STF Clamps/Grabbers)  
12/187,604; Will publish in March 2009  
Priority Date = 09-07-2007  
National Filing deadline = 03-07-2010

2007-070 (Load Bearing Assembly)  
12/327,042; Will publish in July 2009  
Priority Date = 01-21-2008  
National Filing deadline = 07-21-2010

2008-013 (SS-STF Air Knife Sheet Application Method & Apparatus)  
61/082,908; Will publish in January 2010 if a related nonprovisional is timely filed  
Priority Date = 07-23-2008  
Nonprovisional and PCT filings must be undertaken on or by 07-23-2009

2008-018 (STF Wireless Control)  
61/107,716; Will publish in April 2010 if a related nonprovisional is timely filed  
Priority Date = 10-23-2008  
Nonprovisional and PCT filings must be undertaken on or by 10-23-2009

2008-031 (Heat Exchange Panel)  
61/144,256; Will publish in July 2010 if a related nonprovisional is timely filed  
Priority Date = 01-13-2009

Nonprovisional and PCT filings must be undertaken on or by 01-13-2010

2009-005 (TS-STF)

61/148,473; Will publish in August 2010 if a related nonprovisional is timely filed

Priority Date = 01-30-2009

Nonprovisional and PCT filings must be undertaken on or by 01-30-2010