

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
INTERFACE SOLUTIONS, INC.	07/31/2009
INTERFACE SEALING SOLUTIONS INC.	07/31/2009
INTERFACE INVESTMENTS, INC.	07/31/2009
SUSQUEHANNA CAPITAL ACQUISITION CO.	07/31/2009
INTERFACE SOLUTIONS INTERNATIONAL, INC.	07/31/2009

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7278639
Patent Number:	7014193
Patent Number:	6923998

CORRESPONDENCE DATA

Fax Number: (410)385-5119

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

Phone: (410) 385-5081

Email: lbell@gebsmith.com

Correspondent Name: Laura Bell, Legal Asst.

Address Line 1: 1 South Street, Suite 2200

Address Line 2: Gebhardt & Smith LLP

Address Line 4: Baltimore, MARYLAND 21202

OP \$120.00 7278639

500938160

PATENT
REEL: 023107 FRAME: 0039

ATTORNEY DOCKET NUMBER:	JMS 27722 (JSB)
NAME OF SUBMITTER:	Jean Sheftic Bilodeau, Esquire
<p>Total Attachments: 8</p> <p>source=Patent Security Agreement (executed)#page1.tif</p> <p>source=Patent Security Agreement (executed)#page2.tif</p> <p>source=Patent Security Agreement (executed)#page3.tif</p> <p>source=Patent Security Agreement (executed)#page4.tif</p> <p>source=Patent Security Agreement (executed)#page5.tif</p> <p>source=Patent Security Agreement (executed)#page6.tif</p> <p>source=Patent Security Agreement (executed)#page7.tif</p> <p>source=Patent Security Agreement (executed)#page8.tif</p>	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement") is dated as of July 31, 2009, by and between (a) INTERFACE SOLUTIONS, INC., a Delaware corporation and successor by merger to Opco Merger Sub, Co., Interface Solutions International, Inc.. (which was the successor by merger to Holdco Merger Sub Co.) and Interface Solutions International, Inc., INTERFACE SEALING SOLUTIONS INC., a Delaware corporation f/k/a Beaver Falls Sealing Products, Inc. and successor by merger to Cooper Manufacturing Company, Inc., INTERFACE INVESTMENTS, INC., a Delaware corporation, and SUSQUEHANNA CAPITAL ACQUISITION CO., a Delaware corporation (together with their respective successors and assigns, collectively, the "Grantor"), whose mailing address is 325 Hellam Street, Wrightsville, Pennsylvania 17368, and (b) MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent under the below-referenced Credit Agreement (the "Secured Party"), whose mailing address is One M&T Plaza, Buffalo, New York 14240. This Security Agreement is made pursuant to the requirements of that certain Credit Agreement dated as of August 9, 2005 by and among Susquehanna Capital Acquisition Co., and its Subsidiaries which are Borrowers or Guarantors, Manufacturers and Traders Trust Company, as Administrative Agent, and the Lenders thereunder (as amended or supplemented from time to time, the "Credit Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

Section 1. *Definitions: Rules of Construction.* As used in this Security Agreement, the terms defined in the Credit Agreement shall have the meanings given therein as definitions when such terms are used in this Security Agreement, except where this Security Agreement gives a different definition or the context clearly requires otherwise. The terms defined in this Security Agreement (including in the preamble hereto) shall have the meanings given to such terms hereby. The rules of construction set forth in Section 1.02 of the Credit Agreement shall be applicable to this Security Agreement.

Section 2. *Grant of Security Interest.* As security for the complete and timely payment, of all of the Obligations and the performance of all of the Borrower's other duties under the Loan Documents, the Grantor hereby mortgages, pledges, and hypothecates unto the Secured Party and the Secured Party's successors and assigns, upon the following terms and conditions, and hereby grants to the Secured Party and the Secured Party's successors and assigns, a security interest in and to all of the Grantor's right, title and interest in, under or by virtue of the Patents (hereinafter defined), whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the Grantor to the Secured Party hereunder shall automatically attach to and include all rights to any Patents which are subsequently obtained by the Grantor after the date of this Security Agreement or to any licenses thereof. Future advances are intended to be secured. "Patents" means all right, title and interest of the Grantor, whether now owned or existing or hereafter acquired or arising, in, to, under or by virtue of all patents and patent applications granted by or pending in the United States Patent and Trademark Office in the name of the Grantor, including, without limitation, all of the inventions and improvements described or claimed therein, together with (a) any reissues, divisions, continuations, continuations-in-part, certificates of re-examination and extensions thereof, (b) all present and future rights of the Grantor under all present and future license agreements relating thereto, whether the Grantor is licensee or licensor thereunder, (c) all income, royalties, damages and payments now or hereafter due or payable to the Grantor thereunder or with respect thereto, including without limitation, damages and payments for past, present or future infringements thereof, (d) all present and future claims, causes of action, and rights to sue for past, present or future infringements thereof, (e) all general intangibles, proceeds and products related thereto, and (f) all rights corresponding thereto throughout the world. "Patents," as defined above shall include, without limitation, the United States patents

and patent applications listed on Exhibit A attached hereto and incorporated herein by reference, as such Exhibit A may be amended, supplemented or otherwise modified from time to time.

Section 3. *Additional Patents.* If, before the last to occur of the termination of the Credit Agreement and the full payment and satisfaction of the Obligations, the Grantor shall (a) obtain rights to any Patents not listed on Exhibit A, or to any licenses relating to any such Patents, or (b) become entitled to the benefit of any Patent not listed on Exhibit A hereto or to the benefit of any license renewal, the security interest of the Secured Party granted hereunder shall automatically attach thereto and the other provisions of Section 1 shall automatically apply thereto and the Grantor shall give prompt written notice thereof to the Secured Party. The Grantor irrevocably and unconditionally authorizes the Secured Party to modify this Security Agreement by amending Exhibit A to include any such additional Patents, without any further assent or signature of the Grantor, until the Obligations have been satisfied in full. The Grantor shall, promptly after request by the Secured Party, and at the Grantor's expense, execute and deliver to the Secured Party, in form and content reasonably satisfactory to the Secured Party and in proper form for filing in the United States Patent and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the Secured Party in order to reflect of record the Secured Party's interest therein pursuant to this Security Agreement and the Loan Documents.

Section 4. *Representations And Warranties.* The Grantor represents and warrants that, as of the Closing Date and as of the date of each Revolving Credit Loan or issuance of any Letter of Credit:

(a) Exhibit A hereto includes all Patents owned by the Grantor as of the date hereof. Each of the Patents described on Exhibit A is subsisting, valid, unexpired and enforceable. None of such Patents has been adjudged invalid, expired or unenforceable in whole or in part. None of such Patents has been abandoned.

(b) No claim has been made that the use of any of the Patents does or may violate the rights of any third person.

(c) The Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise agreements, registered user agreements and covenants by the Grantor not to sue third persons.

(d) The Grantor has the unqualified right to enter into this Security Agreement and to perform its terms.

(e) The Grantor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice and markings in connection with its making, using or selling goods and/or processes or methods covered by the Patents.

(f) Upon the completion of all necessary public filings, the liens and security interests granted pursuant to this Security Agreement will constitute first priority perfected liens on and security interests in the Patents in favor of the Secured Party.

Section 5. *Maintenance of Patents; Prosecution Of Applications And Proceedings.* The Grantor shall maintain the registration of the Patents, and, except where the failure to do so would constitute a Material Adverse Change, shall take all actions necessary to maintain, preserve and continue the validity and enforceability of the Patents, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference

and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The Grantor shall have the duty, through counsel reasonably acceptable to the Secured Party, to prosecute diligently any Patent applications of the Patents pending as of the date of this Security Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Patents, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents. The Grantor shall not, without the express written consent of the Secured Party, sell or assign its interest in, or grant any license under, any of the Patents. The Grantor shall not, without the Secured Party's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's Obligations under the Loan Documents, and the Grantor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Security Agreement. The Grantor shall not abandon any Patents (including applications for Patents) without the express written consent of the Secured Party. Any expenses incurred in connection with the Patents shall be borne by the Grantor. The Grantor hereby agrees to reimburse and indemnify the Secured Party for all damages, costs and expenses, including reasonable attorney's fees, incurred by the Secured Party in the fulfillment of the provisions of this Section.

Section 6. *Rights Upon The Occurrence Of An Event Of Default.* Upon the occurrence and continuance of an Event of Default, in addition to all other rights and remedies available under the Loan Documents or under applicable law, including but not limited to the rights of a secured party under the UCC, the Secured Party shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the Patents from time and to time; (b) take, in its name or in the name of the Grantor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the Patents, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the Patents in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the Grantor at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the collateral is to be made, which the Grantor hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, free from any right of redemption on the part of the Grantor, which right is hereby waived and released to the extent lawfully permitted. The Secured Party shall apply any proceeds from such sale or other disposition of the Patents against the Obligations. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Patents are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the Secured Party in collecting any such deficiency. The Grantor hereby irrevocably and unconditionally authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse or sign the Grantor's name on all applications, documents, papers and instruments necessary for the Secured Party or the designee of the Secured Party to: (i) own and use the Patents; (ii) grant or issue any exclusive or nonexclusive licenses under the Patents to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the Patents to any other person on such terms and conditions as the Secured Party shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Patents; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the Patents; (vi) defend any suit, action or proceeding brought against the Grantor with respect to any of the

Patents; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the Secured Party may deem appropriate; and (viii) do all acts and things which the Secured Party deems necessary from time to time to protect, preserve or realize upon the Patents and the Secured Party's liens thereon and to effect the intent of this Security Agreement. All proceeds of such actions shall be applied against the Obligations. This power of attorney shall be irrevocable for the life of this Security Agreement, and is intended by the Grantor to be a power of attorney coupled with an interest. All of the Secured Party's rights and remedies with respect to the Patents, whether established by this Security Agreement, by any Loan Document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. *No Duty Imposed Upon Secured Party.* The powers conferred upon the Secured Party hereunder are solely to protect the interest of the Secured Party in the Patents and shall not impose any duty upon the Secured Party to exercise any such powers.

Section 8. *Reliance.* If the Secured Party shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign, license and transfer the Patents and the Grantor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the Secured Party either in the Grantor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the Grantor under the Loan Documents, or any other fact or matter relating to the entitlement of the Secured Party to exercise its rights hereunder.

Section 9. *Defeasance.* Upon the last to occur of (i) the termination of the Revolving Credit Commitments, and (ii) full discharge and satisfaction of the Obligations, all rights herein assigned to the Secured Party shall terminate, and all estate, right, title and interest of the Secured Party in and to each and every one of the Patents shall revert to the Grantor, and the Secured Party shall file all requisite termination statements and do all such other acts as are required of it to evidence the termination of the security interest granted hereby.

Section 10. *Costs And Expenses.* Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with the preparation of this Security 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, reasonable counsel fees, maintenance fees, encumbrances or any other reasonable fees incurred in otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Grantor on demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate in effect from time to time under the Loan Documents.

Section 11. *Notices.* Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

Section 12. *No Further Assignment.* The Grantor shall not further assign, transfer, license or convey its interests in the Patents without the prior written consent of the Secured Party.

Section 13. *Further Assurances.* The Grantor shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the Secured Party to vest in, effectuate assure to the Secured Party its rights under this Security Agreement or in any of the Patents. If the Grantor fails to execute any instrument or document or take such actions described above within ten (10) business days of being requested to do so by the Secured Party, the Grantor hereby constitutes the Secured Party its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent and Trademark Office or in any other office or place of public filings as the Secured Party reasonably deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations.

Section 14. *Amendment.* The terms and conditions of this Security Agreement may be modified, altered, waived, or amended only by a writing executed by the Grantor and the Secured Party and, if and to the extent the Credit Agreement requires the consent of the Lenders, the Lenders whose consent is so required.

Section 15. *Governing Law; Forum.* The provisions of Sections 10.12 (captioned "Governing Law") and 10.13 (captioned "Forum") of the Credit Agreement are hereby made applicable to this Security Agreement.

Section 16. *Severability.* If any of the provisions of this Security Agreement are judicially determined to be in conflict with any applicable law or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Security Agreement.

Section 17. *Successors And Assigns.* The terms, covenants and conditions contained in this Security Agreement shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Grantor and its successors and assigns.

Section 18. *Waiver Of Jury Trial.* The Grantor and the Secured Party each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this Security Agreement, the Loan Documents, or any other document or agreement which in any way relates, directly or indirectly, to this Security Agreement, the Loan Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Security Agreement, the Loan Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE GRANTOR AND THE SECURED PARTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The Grantor acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the Secured Party would not enter into the subject transactions if this provision were not part of this Security Agreement.

[Signature page follows.]

Signature Page to Patent Security Agreement:

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the date first above written with the specific intent of creating an instrument under seal

WITNESS/ATTEST:

GRANTOR:

INTERFACE SOLUTIONS, INC.

Donna L. Weaver

By:  (SEAL)
Robert C. Rathsam,
Chief Financial Officer

INTERFACE SEALING SOLUTIONS, INC.

Donna L. Weaver

By:  (SEAL)
Robert C. Rathsam,
Chief Financial Officer


INTERFACE INVESTMENTS, INC.

Donna L. Weaver

By:  (SEAL)
Robert C. Rathsam,
Chief Financial Officer

SUSQUEHANNA CAPITAL ACQUISITION CO.

Donna L. Weaver

By:  (SEAL)
Robert C. Rathsam,
Chief Financial Officer

WITNESS/ATTEST:

SECURED PARTY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent under the Credit
Agreement referenced herein

By: _____
Steven E. Stewart,
Vice President

Signature Page to Patent Security Agreement:

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the date first above written with the specific intent of creating an instrument under seal.

WITNESS/ATTEST:

GRANTOR:

INTERFACE SOLUTIONS, INC.

By: _____ (SEAL)

Robert C. Rathsam,
Chief Financial Officer

INTERFACE SEALING SOLUTIONS, INC.

By: _____ (SEAL)

Robert C. Rathsam,
Chief Financial Officer

INTERFACE INVESTMENTS, INC.

By: _____ (SEAL)

Robert C. Rathsam,
Chief Financial Officer

SUSQUEHANNA CAPITAL ACQUISITION CO.

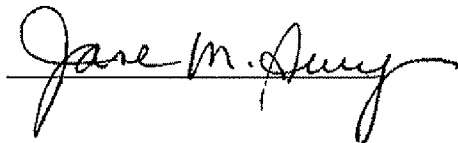
By: _____ (SEAL)

Robert C. Rathsam,
Chief Financial Officer

WITNESS/ATTEST:

SECURED PARTY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent under the Credit
Agreement referenced herein



By: _____

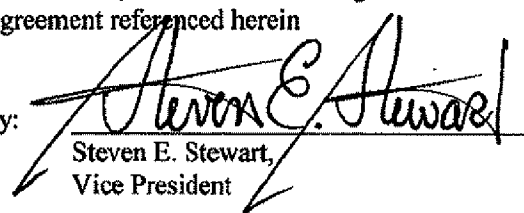

Steven E. Stewart,
Vice President

Exhibit A

Schedule Of Patents

U.S. Patents				
7,278,639		7,014,193		6,923,998

Austria		Spain		Sweden		Italy
1,264,126		1,264,126		1,264,126		1,264,126
Belgium						
1,264,126						
Switzerland		Portugal		Poland		France
1,264,126		1,264,126		192338		1,264,126
Denmark		Netherlands		Czech Republic		
1,264,126		1,264,126		294857		
Finland		Germany		Great Britain		Europe
1,264,126		60131731-9-08		1,264,126		1,264,126
		69822736.0-08		2,363,172		
Turkey						
2008/00342						
		Mexico		South Korea		
		210302		474195		
				612136		
				623306		