

09-21-2009



T

103574609

To the Director of the U.S. Patent and

and the attached documents or the new address(es) below.

50.81.5

**1. Name of conveying party(ies)**

LE BLEU CORPORATION

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

**2. Name and address of receiving party(ies)**

Name: RBC BANK (USA)

Internal Address: RANDY SHERRON - COMMERCIAL DIVISION

Street Address: 804 GREEN VALLEY ROAD, SUITE 104

City: GREENSBORO

State: NORTH CAROLINA

Country: USA Zip 27408

Additional name(s) & address(es) attached?  Yes  No

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

Execution Date(s) JULY 29, 2009

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

**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)

US 6,349,733 B1  
US D485,450 S  
DES 428,282  
US 6,503,043 B1

SEP 18

Additional numbers attached?  Yes  No

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

Name: NEXSEN PRUET, PLLC

Internal Address: A. SCOTT JACKSON

Street Address: 701 GREEN VALLEY ROAD, SUITE 100

City: GREENSBORO

State: NORTH CAROLINA Zip 27408

Phone Number: 336-387-5115

Fax Number: 336-273-5357

Email Address: sjackson@nexsenpruet.com

**6. Total number of applications and patents involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00**

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

**8. Payment Information**

Deposit Account Number: 00000051 6349733

Authorized User Name

160.00 OF

**9. Signature:**

*A Scott Jackson*  
Signature

9-16-09  
Date

A. SCOTT JACKSON

Name of Person Signing

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

7

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 COLLATERAL ASSIGNMENT

THIS AGREEMENT ("Agreement") is made as of the 29th day of July, 2009 between Le Bleu Corporation, a North Carolina corporation having a mailing address at 3134 Cornatzer Rd., Advance, NC 27006 ("Assignor") and RBC Bank (USA), a North Carolina banking corporation having a mailing address at Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 ("Lender").

**BACKGROUND.** Assignor has executed and delivered to Lender three (3) promissory notes in the principal amounts of \$741,000.00, \$1,500,000.00 and \$2,000,000.00 (each of which is referred to as a "Note" and collectively referred to as the "Notes") pursuant to a certain Business Loan Agreement dated June 22, 2005, between Assignor and the Lender (as amended from time to time, the "Loan Agreement"). Assignor has requested certain changes to the terms of the Notes as evidenced by the Change in Terms Agreements dated as of the date hereof by and between Lender and Assignor with respect to each Note (collectively, the "Change In Terms Agreement"). In order to induce the Lender to execute and deliver the Change In Terms Agreement, Assignor has agreed to assign to Lender certain patent rights.

**NOW, THEREFORE,** in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure complete and timely satisfaction of the Notes and all Indebtedness (as defined in the Commercial Security Agreement dated as of the date hereof, 2009 by and between Assignor and Lender), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the patent applications and patents listed in **Schedule A** hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. Assignor covenants and warrants that:

- (a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;
- (c) Assignor is the sole and exclusive owner of the entire and 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, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Notes and Indebtedness (collectively, the "Liabilities") shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing hereof.

5. Assignor authorizes Lender to modify this Agreement by amending **Schedule A** to include any future patents and patent application which are Patents under Paragraph 1 or Paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Change in Terms Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in Paragraph 6, shall terminate forthwith, and the Lender 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 Patents may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Greensboro, North Carolina, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the

Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filling 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 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 Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Change In Terms Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit to its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Paragraph 12.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

15. 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of North Carolina.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

By: [Signature]  
Corporate, Secretary

By: [Signature]  
Name: Jerry W. Smith  
Title: President

RBC BANK (USA)

By: [Signature]  
Name: Randy Shum  
Title: Connect Acct Mgr

STATE OF NORTH CAROLINA  
COUNTY OF DAVIE

I, GEORGE H ANDREWS JR, a Notary Public of the County of DAVIE and State of North Carolina, certify that JERRY W SMITH [name of officer], either being personally known to me or proven by satisfactory evidence (said evidence being PERSONALLY KNOWN), personally appeared before me this day and acknowledged that (s)he is President of Le Bleu Corporation a North Carolina corporation, and that (s)he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 7<sup>th</sup> day of AUGUST, 2009.

My Commission Expires:

AUGUST 23, 2010

[Signature]  
Notary Public

GEORGE H ANDREWS JR  
Printed Name

Schedule A  
To  
Patent Collateral Assignment dated July 29,2009  
Between  
Le Bleu Corporation and RBC Bank (USA)

<u>Application or Patent No.</u>	<u>Country</u>	<u>Is sue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
US 6,349,733 B1	USA	February 26, 2002	October 24, 2020	Le Bleu Corporation
US D485,450 S	USA	January 20, 2004	May 5, 2017	Le Bleu Corporation
DES 428,282	USA	July 18, 2000	June 16, 2013	Le Bleu Corporation
US 6,503,043 B1	USA	January 7, 2003	October 17, 2020	Le Bleu Corporation