

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
Campbell ERS LLC	02/11/2009
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	340 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7128495
Patent Number:	7475585
CORRESPONDENCE DATA	
Fax Number:	(973)966-1015
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-966-8328
Email:	yeuston@daypitney.com
Correspondent Name:	Ylonda Cook Euston
Address Line 1:	200 Campus Drive
Address Line 4:	Florham Park, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	453395.063952 (PNC/CAMPBE
NAME OF SUBMITTER:	Ylonda Cook-Euston
<p>Total Attachments: 7 source=Pledge of Patents re campbell ERS#page1.tif source=Pledge of Patents re campbell ERS#page2.tif source=Pledge of Patents re campbell ERS#page3.tif</p>	

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Prepared by, Record and Return to:
LINDA K. SMITH, ESQ.
Day Pitney LLP
P.O. Box 1945
Morristown, NJ 07962-1945

PLEDGE OF PATENTS AS SECURITY

This Pledge of Patents as Security ("Pledge") made as of the 11th day of February, 2009, by Campbell ERS LLC, a New Jersey limited liability company, having its principal place of business at 800 Bergen Street, Harrison, New Jersey 07029 ("Pledgor"), and delivered to PNC BANK, NATIONAL ASSOCIATION, N.A., a national banking association organized and existing under the laws of the United States of America, having a location at 340 Madison Avenue, New York, New York 10173 (in its capacity as a lender and as agent for certain lenders, "PNC").

WITNESSETH:

WHEREAS, Pledgor is the owner of the Patents listed on Schedule "A" annexed hereto, as evidenced by records in the United States Patent and Patents Office and has exclusive right, title and interest in and to said Patents; and

WHEREAS, Pledgor is indebted to PNC pursuant to an Amended and Restated Loan and Security Agreement dated as of May 31, 2006 (as amended, the "Loan Agreement") pursuant to which loans and advances may be made Pledgor (hereinafter collectively referred to as the "Loan") and certain other documents and agreements relating thereto (collectively, the "Loan Documents"); and

WHEREAS, PNC desires to acquire the Patents as security for the Loan and all other obligations of Pledgor to PNC related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and PNC, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement):

1. Grant of Security Interest. In consideration of and pursuant to the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, Pledgor grants a lien and security interest to PNC in all its present and future right, title and interest in and to the Patents, together with all the goodwill and other tangible assets of Pledgor associated with and represented by the Patents, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Pledgor represents, warrants and covenants that: (a) the Patents are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by Pledgor, have not been adjudged invalid or unenforceable, and to the best of Pledgor's knowledge, there is no reason why the Patents should be adjudged invalid or unenforceable; (b) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, and each of the Patents is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons; and (c) Pledgor has the unqualified right to enter into this Agreement and perform its terms.

3. Verification of Quality Control. Pledgor hereby grants to PNC and its employees and agents the right to visit Pledgor's locations which lease, sell, or store products under any of the Patents and to inspect the products and records relating thereto at reasonable times during regular business hours.

4. Covenants. Pledgor covenants that until all of the Obligations have been satisfied in full, unless PNC gives its prior written consent to the contrary: (a) Pledgor shall maintain the Patents in full force and effect to the extent necessary for Pledgor's business in the ordinary course; and (b) Pledgor will not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement or which restricts or impairs PNC's rights hereunder; provided, however, Pledgor shall have the right to enter into agreements in the ordinary course of business with respect to the Patents.

5. Exclusive Use of Patents. So long as this Agreement is in effect and so long as Pledgor has not received notice from PNC that an Event of Default has occurred under the Loan Documents and that PNC has elected to exercise its rights to assignment hereunder, Pledgor shall continue to have the exclusive right to use the Patents including licenses thereof, and PNC shall have no right to use the Patents or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patents to anyone else.

6. Negative Pledge. Pledgor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Patents without PNC's prior written consent. At PNC's request, Pledgor will defend the right, title and interest of PNC in and to any of Pledgor's rights under the Patents against the claims or demands of all persons whatsoever.

7. No Additional Patents. As of the date hereof, Pledgor does not own any Patents, or have any Patents registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, or applications for grants listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Patents. In the event Pledgor, either itself or through any agent, employee, licensee or designee shall: (a) file or record an application for the grant of any Patent with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or (b) file or record any assignment of any Patent which Pledgor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; Pledgor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify PNC thereof, and, upon request of PNC shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as PNC may reasonably request to evidence PNC's interest in such Patent and the goodwill of Pledgor associated thereto or represented thereby. Pledgor hereby grants PNC a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Agreement by amending Schedule A, as applicable, to include any future Patents or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Pledgor shall be in default hereunder or an Event of Default exists under the Loan Documents, Pledgor hereby covenants and agrees that PNC, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patents covered hereby.

(b) For such purposes, and in the event of Pledgor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, Pledgor hereby authorizes and empowers PNC to make, constitute and appoint any officer or agent of PNC as PNC may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for PNC to use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or necessary for PNC to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone else. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Pledgor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to PNC such documents as PNC shall reasonably request to permanently assign all rights in the Patents to PNC, which documents shall be held by PNC, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, PNC may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Loan Agreement. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Loan Agreement. All rights and remedies herein granted to PNC shall be in addition to any rights and remedies under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, PNC shall execute and deliver to Pledgor all documents necessary to re-vest all rights in and to the Patents in Pledgor and/or terminate any interest of PNC therein.

13. Prosecution of Patent Applications. Pledgor shall have the right to bring suit in its own name to enforce the Patents, in which event PNC may, if Pledgor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if PNC shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify PNC for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by PNC in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. Pledgor assumes all responsibility and liability arising from the use of the Patents, and hereby indemnifies and holds PNC and each director, officer, employee, affiliate and PNC thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by Pledgor in connection with any of the Patents or otherwise arising out of Pledgor's operation of its business from the use of the Patents. In any suit, proceeding or action brought by PNC under any License for any sum owing thereunder, or to enforce any provisions of such License, Pledgor will indemnify and keep PNC harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of Pledgor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from

Pledgor, and all such Obligations of Pledgor shall be and remain enforceable against and only against Pledgor and shall not be enforceable against PNC.

15. PNC's Rights. PNC may, in its sole discretion, pay any amount or do any act required of Pledgor hereunder or requested by PNC to preserve, defend, protect, maintain, record or enforce Pledgor's obligations contained herein, the Obligations of Pledgor to PNC, the Patents, or the right, title and interest granted PNC herein, and which Pledgor fails to do or pay, and any such payment shall be deemed an advance by PNC to Pledgor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents. In the event PNC determines to exercise the rights set forth in this Section 15 when no event of default has occurred and is continuing under the Loan Agreement, then PNC shall provide Pledgor with not less than five (5) Business Days prior notice of its intention to do so.

16. Protection of the Patents. Pledgor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Patent, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Patents, Pledgor shall promptly notify PNC of such use, lien, security interest, claim, right or other encumbrance and, if requested by PNC, shall join with PNC, at Pledgor's expense, in such action as PNC, in its reasonable discretion, may deem advisable for the protection of PNC's interest in and to the Patents, it being understood that the foregoing shall not preclude Pledgor from bringing an action against a person for the protection of Pledgor's interest in and to such Patents.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, PNC may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in PNC's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse PNC in full for all reasonable expenses, including reasonable attorney's fees, incurred by PNC in protecting, defending and maintaining the Patents.

18. Governing Law. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution of this Pledge of Patents as Security as a document under seal, as of the date first written above.

CAMPBELLERS LLC,

By: [Signature]
Name: Christopher E. Campbell
Title: Manager

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Glenn D. Kreutzer
Title: Vice President

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUDSON :

BE IT REMEMBERED, that on this 17 day of February, 2009, before me, the undersigned notary public of the State of New Jersey, personally appeared Christopher E. Campbell who deposed and made proof to my satisfaction that he is a Manager of **Campbell ERS LLC**, the New Jersey limited liability company named in the within instrument, that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Manager as and for the voluntary act and deed of said company.

IN WITNESS HEREOF, I have hereunto set my hand and official seal.

By [Signature]
John Robert Campbell, III
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/25/2012

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

BE IT REMEMBERED, that on this _____ day of February, 2009, before me the subscriber, a Notary Public of the State of New York personally appeared Glenn D. Kreutzer, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Vice President of **PNC BANK, NATIONAL ASSOCIATION, N.A.**, the national banking association named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation.

WITNESS the due execution of this Pledge of Patents as Security as a document under seal, as of the date first written above.

CAMPBELL ERS LLC,

By: _____
Name: Christopher E. Campbell
Title: Manager

PNC BANK, NATIONAL ASSOCIATION

By: Glenn D. Kreuzer
Name: Glenn D. Kreuzer
Title: Vice President

STATE OF NEW JERSEY :
: SS.
COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of February, 2009, before me, the undersigned notary public of the State of New Jersey, personally appeared Christopher E. Campbell who depose and made proof to my satisfaction that he is a Manager of **Campbell ERS LLC**, the New Jersey limited liability company named in the within instrument, that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Manager as and for the voluntary act and deed of said company.

IN WITNESS HEREOF, I have hereunto set my hand and official seal.

By _____

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

BE IT REMEMBERED, that on this 24TH day of SEPTEMBER, 2009, before me the subscriber, a Notary Public of the State of New York personally appeared Glenn D. Kreuzer, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Vice President of **PNC BANK, NATIONAL ASSOCIATION, N.A.**, the national banking association named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation.

Patricia Pena

PATRICIA PENA
Notary Public - State of New York
NO. 01PE6171931
Qualified in Queens County
My Commission Expires 7/2/2011

SCHEDULE A TO PLEDGE OF PATENTS AS SECURITY

<u>Title</u>	<u>Patent #</u>	<u>Serial #</u>	<u>Registration Date</u>	<u>Application Date</u>
Curb box cover assembly	7,128,495	11,253,893	October 31, 2006	October 19, 2005
Punch tool for security purposes	7,475,585	11,590,469	January 13, 2009	May 4, 2006