

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor name contains typographical error previously recorded on Reel 023317 Frame 0615. Assignor(s) hereby confirms the Security Agreement.
CONVEYING PARTY DATA	
Name	Execution Date
Gerald Bruce Schierding	08/04/2009
RECEIVING PARTY DATA	
Name:	Centrue Bank
Street Address:	7700 Bonhomme Avenue
Internal Address:	Suite 300
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11611540
CORRESPONDENCE DATA	
Fax Number:	(314)231-1776
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-889-8000
Email:	rendsley@polsinelli.com
Correspondent Name:	POLSINELLI SHUGHART PC
Address Line 1:	100 South Fourth Street
Address Line 2:	Suite 1100
Address Line 4:	St. Louis, MISSOURI 63102-1825
ATTORNEY DOCKET NUMBER:	051672-118996 (NB)
NAME OF SUBMITTER:	Rebecca L. Endsley, Paralegal
Total Attachments: 12	

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PATENT
REEL: 023405 FRAME: 0571

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TO: POLSINELLI SHUGHART PC COMPANY: 100 SOUTH FOURTH STREET

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.110/02/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gerald Bruce Schierdin	08/04/2009
RECEIVING PARTY DATA	
Name:	Centrue Bank
Street Address:	7700 Bonhomme Avenue
Internal Address:	Suite 300
City:	St. Louis
State/Country:	MISSOURI
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Application Number:	11611540
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Correspondent Name:	POLSINELLI SHUGHART PC
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Address Line 2:	Suite 1100
Address Line 4:	St. Louis, MISSOURI 63102-1825
ATTORNEY DOCKET NUMBER:	051672-118996
NAME OF SUBMITTER:	Rebecca L. Endsley, Paralegal

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TO: POLSINELLI SHUGHART PC COMPANY: 100 SOUTH FOURTH STREET

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PATENT

REEL: 023405 FRAME: 0574

PATENT SECURITY AGREEMENT

THIS PATENT GRANT SECURITY AGREEMENT (this "Agreement") is dated August 4, 2009 between **Gerald Bruce Schierding** ("Grantor"), having an address of 3300 Panel Way, St. Charles, Missouri 63301 and **Centrue Bank**, an Missouri banking corporation (together with its successors and assigns, the "Secured Party"), having an address of 7700 Bonhomme Avenue, Suite 300, St. Louis, Missouri 63105.

Recitals

- A. Grantor owns the patent applications listed on Schedule 1 hereto.
- B. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of September 28, 2007, as amended from time to time (the "Loan Agreement"). Pursuant to the Loan Agreement, Secured Party has made available to Grantor a revolving line of credit (the "Revolving Loan") in the maximum principal amount of \$4,000,000.00 and a term loan (the "Term Loan") in the principal amount of \$4,800,000.00.
- C. As security for the payment and performance of the Revolving Loan and the Term Loan, Grantor granted to Secured Party a security interest in substantially all of the tangible and intangible property of Grantor, in accordance with the terms of the Loan Agreement.
- D. Grantor has requested, and Secured Party has agreed, to renew and modify the Revolving Loan and the Term Loan, and to amend the terms of the Loan Agreement, pursuant to the terms of a Fourth Amendment to Loan and Security Agreement (the "**Fourth Amendment**"), dated as of the date hereof, and certain Modification Documents (as defined in the Fourth Amendment).
- E. As a condition to entering into the Fourth Amendment and to renewing and modifying the Revolving Loan and the Term Loan, Secured Party is requiring that Grantor enter into this Agreement for the benefit of Lender, and grant to Secured Party a security interest in Grantor's now owned or hereafter acquired or arising patents and patent applications, as hereinafter provided.
- F. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, Grantor agrees with Secured Party as follows:

1. To secure the complete and timely payment and performance of all of the Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent application listed on **Schedule 1**, attached hereto and made a part hereof (as the same may be amended from time to time), and including, without limitation, all good will associated with the foregoing and 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"). Secured Party is authorized to file the Grant of Security Interest in Patents attached hereto as **Exhibit A** with the United States Patent and Trademark Office in order to secure and perfect its rights under this Agreement or the other Loan Documents.

2. Grantor represents, warrants and covenants that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Patents, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Grantor not to sue third persons, except for Permitted Liens;

(b) The Patents are subsisting and no part of the Patents has 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;

(c) The Patents are valid and enforceable;

(d) No claim has been made that the use of any of the Patents does or may infringe or violate the rights of any third person; and

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

3. Grantor agrees that, until all of the Obligations shall have been indefeasibly satisfied in full, it will not enter into any agreement relating to Grantor's Patents (for example, a license agreement) without Secured Party's prior written consent.

4. If, before the Obligations have been indefeasibly satisfied in full, Grantor obtains rights to any new patentable inventions, 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, any improvement on any Patent, or any rights that would come within the definition of Patents had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give to Secured Party notice thereof in writing within thirty (30) days of becoming aware of such rights. Failure to provide such notice shall constitute a material breach of this Agreement.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Patents or other rights described in paragraphs 1 and 4 hereof under paragraph 1 or paragraph 4 hereof.

6. If any Event of Default occurs, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which either the Patents may be located or is otherwise applicable and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of

which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including reasonable and documented expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Patents shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Transferee (defined in paragraph 14 below) 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 Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse and indemnify Secured Party in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Patents.

9. All reasonable fees, costs and expenses, of whatever kind or nature, including 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 the transactions contemplated by this Agreement, 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 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 Grantor on demand by Secured Party and until so paid shall bear interest at the Default Rate as defined in the Notes.

10. Grantor shall (i) not do any act, or omit to do any act, whereby any of the Patents may become abandoned or expire without the consent of Secured Party, (ii) notify Secured Party if Grantor knows, or has reason to know, that any application relating to any patent of the Patents may become abandoned, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any

proceeding in the United States Patent and Trademark Office, or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding a patent of the Patents or Grantor's ownership thereof, and (iii) whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any patent with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Secured Party within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed patent (or the application related thereto).

11. No course of dealing between Grantor 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 or under the Loan Documents 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.

12. All of Secured Party's rights and remedies with respect to the Patents, whether established hereby, the Loan Documents, any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. 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 provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee") without prior notice to or consent of Grantor. After such assignment, the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Missouri, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the UCC govern any aspect of this Agreement, the UCC as the same is, from time to time, in effect in the State of Missouri shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or

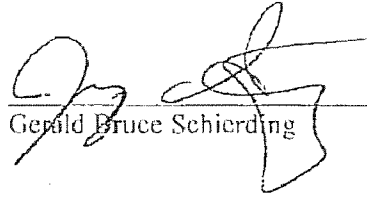
remedies with respect to, the security interest granted on the Patents is required to be governed by the UCC as the same is, from time to time, in effect in a jurisdiction other than the State of Missouri, then such jurisdiction's UCC, as in effect, from time to time, shall govern only to the extent required by applicable law.

17. This Agreement has been delivered to Secured Party in the State of Missouri, and has been accepted by Secured Party in the State of Missouri. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Missouri, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The parties hereto agree that any suit, action or proceeding with respect to this Agreement shall be brought and maintained exclusively in the courts of the State of Missouri or in the United States District Court for the Eastern District of Missouri; provided, that nothing in this Agreement shall be deemed or operate to preclude Secured Party from bringing suit or taking other legal action in any other jurisdiction if such action is brought in connection with enforcing any of Secured Party's rights against Grantor or with respect to the Patents. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of those courts for the purpose of any such suit, action or proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any such court referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 12.17 of the Loan Agreement.

[The remainder of this page is intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:


Gerald Bruce Schierding

SECURED PARTY:

CENTRUE BANK,
an Missouri banking corporation

By: 
Scott Dallman, Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENTS			
Country	Status	Application Number	Filing Date
United States	Application Pending	11/611,540	December 5, 2006

EXHIBIT A

GRANT OF SECURITY INTEREST IN PATENTS

See Attached.