

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
Think Solutions, Inc.	08/31/2009
RECEIVING PARTY DATA	
Name:	Manufacturers and Traders Trust Company
Street Address:	25 South Charles Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5802677
Patent Number:	D423353
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	195213
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 9	
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") made as of this 31st of August, 2009 by THINK SOLUTIONS INC., a New York corporation ("Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as administrative agent (in such capacity, "Agent") for the financial institutions now or hereafter party to the Loan Agreement (collectively, the "Lenders").

W I T N E S S E T H

WHEREAS, Grantor, Robinson Home Products Inc., a New York corporation ("Borrower"), 500 Bailey, LLC, a New York limited liability company ("Bailey", together with Borrower and Grantor and any other person jointed as a borrower or guarantor to the Loan Agreement from time to time, the "Loan Parties" and each a "Loan Party"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), on the terms and subject to the conditions of which Agent and Lenders have agreed to make available to Borrower a revolving credit facility under which loans and advances may be made from time to time;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of its assets, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents and applications and registrations therefor, together with the goodwill of the business symbolized by Grantor's trademarks and patents and applications and registrations therefor, and all products and proceeds thereof, to secure the payment of all the Obligations, as defined in the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Remedies. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code for the benefit of Lenders, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon or otherwise exercise rights and remedies in respect of the Trademarks and Patents covered hereby.

5. Power of Attorney. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute a trademark or patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms 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, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks or Patents (in each case as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks or Patents) with or without judicial process upon the occurrence of an Event of Default. Nothing contained in this Agreement shall be construed to impose any duties or obligations on Agent or any Lender.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THINK SOLUTIONS, INC.

By: 

Name: Robert B. Skerker

Title: President

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: _____

Name: Gerald O'Loughlin

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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PATENT
REEL: 023556 FRAME: 0379

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THINK SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: 

Name: Gerald O'Loughlin

Title: Vice President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 2nd of Sept, 2009, before me personally appeared Robert D. Slob, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Think Solutions, Inc.; that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Laurie A. Licht

Notary Public

My Commission Expires:

LAURIE A. LICHT
Notary Public, State of New York
No. 01LI6095701
Qualified in Erie County
Commission Expires July 14, 2011

**[NOTARY ACKNOWLEDGEMENT – TRADEMARK AND PATENT SECURITY
AGREEMENT]**

**PATENT
REEL: 023556 FRAME: 0381**

SCHEDULE A

PATENTS

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-267	BAG CLOSURE CLIP	08/744,358 11/6/1996 5,802,677 9/8/1998
630-D-269	BAG CLIP	29/104,629 5/10/1999 Des. 423,353 4/25/2000

EXHIBIT 1

[TRADEMARK / PATENT] ASSIGNMENT

WHEREAS, Think Solutions, Inc. ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names, [patents and patent applications] listed on **Schedule A** attached hereto and made a part hereof ("Trademarks" and "Patents"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks or Patents;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark and Patent Security Agreement of even date herewith between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark / Patent Assignment to be executed as of the ____ day of _____.

THINK SOLUTIONS, INC.

By: _____
Attorney-in-fact

Witness:

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