

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
AXIA ACQUISITION CORPORATION	03/12/2010
RECEIVING PARTY DATA	
Name:	BROADPOINT PRODUCTS CORP.
Street Address:	1 Penn Plaza
Internal Address:	42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	5419693
Patent Number:	5423666
Patent Number:	5535926
Patent Number:	5622729
Patent Number:	6874557
Patent Number:	7314074
Patent Number:	7318716
Patent Number:	5368461
Patent Number:	5814351
Patent Number:	6820648
Patent Number:	7624782
Application Number:	11941670
Application Number:	11110107
Application Number:	11753293

501120430

PATENT  
REEL: 024079 FRAME: 0704

CH \$600.00 5419693

Application Number:	12625789
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**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	63303/0239
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NAME OF SUBMITTER:	Kelli Keenan
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**Total Attachments: 5**

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## FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of March 12, 2010 (this "Patent Security Agreement"), by AXIA ACQUISITION CORPORATION (the "Pledgor"), in favor of BROADPOINT PRODUCTS CORP., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, Pledgor and the other pledgors thereunder are party to that certain First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby mortgages, pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) all issued patents issued and patent applications (whether applied for or issued in the United States or any other country or any political subdivision thereof), including without limitation, each issued patent and patent application identified in Schedule I attached hereto,

(b) all rights and privileges arising under applicable law with respect to such Pledgor's use of any patents,

(c) all inventions and improvements described and claimed therein,

(d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,

(e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements thereof,

(f) all rights corresponding thereto throughout the world,

- (g) all rights to sue for past, present or future infringements thereof, and
- (f) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in respect of the Obligations in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full satisfaction of the Obligations and termination of the Revolving Commitments and the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement. If any Patent subject to this Patent Security Agreement is sold or otherwise disposed of pursuant to a transaction permitted under the Credit Agreement, the Administrative Agent shall, subject to and in accordance with Section 11.4 of the Security Agreement, execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Patent under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIA ACQUISITION CORPORATION

By: 

Name: Christopher Brothers

Title: President and Secretary

Accepted and Agreed:

BROADPOINT PRODUCTS CORP.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIA ACQUISITION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

BROADPOINT PRODUCTS CORP.,  
as Administrative Agent

By: Marc Berg  
Name:  
Title: MARC BERG  
Authorized Signatory

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

**Patents**

Title	Country	App. No. Filing Date	Patent. No. Issue Date	Status
ANGLE HEAD	US	08/243710 5/17/1994	5419693 5/30/1995	Granted
ANGLE HEAD WITH IMPROVED ACCESSIBILITY	US	08/243379 5/16/1994	5423666 6/13/1995	Granted
APPARATUS FOR APPLYING MASTIC TO A SELECTED SURFACE	US	08/271131 7/6/1994	5535926 7/16/1996	Granted
CORNER FINISHER TOOL FOR APPLYING MASTIC	US	08/598631 2/12/1996	5622729 4/22/1997	Granted
ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	US	10/367311 2/14/2003	6874557 4/5/2005	Granted
ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	US	10/991065 11/17/2004	7314074 1/1/2008	Granted
MASTIC APPLICATOR WITH ADJUSTABLE TROWELLING BAR	US	11/048967 2/2/2005	7318716 1/15/2008	Granted
OUTSIDE CORNER FINISHING TOOL	US	08/102409 8/5/1993	5368461 11/29/1994	Granted
OUTSIDE CORNER MASTIC APPLICATOR	US	08/710686 9/23/1996	5814351 9/29/1998	Granted
POWERED PUMP ASSEMBLY WITH SELECTIVE RELIEF VALVE	US	10/390868 3/17/2003	6820648 11/23/2004	Granted
TAPER TOOL	US	11/213049 8/26/2005	7624782 12/1/2009	Granted

**Patent Applications**

Title	Country	App. No. Filing Date	Patent. No. Issue Date	Status
ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	US	11/941670 11/16/2007		Published
EXTENDABLE HANDLE FOR DRYWALL TOOLS	US	11/110107 4/19/2005		Allowed
MASTIC PUMP	US	11/753293 5/24/2007		Published
TAPER TOOL	US	12/625789 11/25/2009		