# OP \$1360.00 5234987

### 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
ADCO Products, Inc.	03/31/2010

#### **RECEIVING PARTY DATA**

Name: General Electric Capital Corporation, as Administrative Agent	
Street Address: 500 West Monroe Street	
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

#### PROPERTY NUMBERS Total: 34

Property Type	Number	
Patent Number:	5234987	
Patent Number:	5097053	
Patent Number:	5147927	
Patent Number:	5368943	
Patent Number:	5183833	
Patent Number:	6297324	
Patent Number:	5872203	
Patent Number:	5363994	
Patent Number:	6642296	
Patent Number:	6291571	
Patent Number:	5354600	
Patent Number:	5385772	
Patent Number:	7473453	
Patent Number:	6794449	
Application Number:	10935142	
	PATENT	

REEL: 024185 FRAME: 0493

PCT Number:	US0775754
PCT Number:	US0860500
Application Number:	61222696
Application Number:	12503757
Application Number:	61251517
Application Number:	61251559
Application Number:	61251551
Application Number:	61251542
Application Number:	61251527
Application Number:	61253746
Application Number:	61254374
Application Number:	61300600
Application Number:	61300595
Application Number:	61305893
PCT Number:	US0939312
PCT Number:	US0939315
PCT Number:	US0940527
PCT Number:	US0959034
PCT Number:	US1024116

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	025646-0532
NAME OF SUBMITTER:	Zeynep Gieseke

#### **Total Attachments: 8**

source=Patent Security Agreement (ADCO Products)#page1.tif source=Patent Security Agreement (ADCO Products)#page2.tif source=Patent Security Agreement (ADCO Products)#page3.tif source=Patent Security Agreement (ADCO Products)#page4.tif source=Patent Security Agreement (ADCO Products)#page5.tif source=Patent Security Agreement (ADCO Products)#page6.tif

source=Patent Security Agreement (ADCO Products)#page7.tif source=Patent Security Agreement (ADCO Products)#page8.tif

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 31, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of March 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among ADCO Global, Inc. ("Holdings"), ADCO Products, Inc. ("US Term Borrower", and together with Holdings, "US Borrowers"), the other Borrowers (as defined therein), ADCO Products, Inc., as Borrower Representative, and the other Credit Parties party thereto, the Lenders, GE Corporate Finance Bank SAS, London Branch, as European Agent (in such capacity, together with its successors and permitted assigns, the "European Agent") for itself and for European Lenders (as defined in the Credit Agreement) and the US Agent (US Agent and European Agent are sometimes referred to herein as the "Agents" and individually as a "Agent"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agents (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the US Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to US Agent for the benefit of

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the Secured Parties, and grants to US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto but excluding any Excluded Property;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of US Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor 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,

ADCO PRODUCTS, INC.,

as Grantor

By:

Name: Poler W Powlser

Title: ( C

[Signature Page to ADCO Products, Inc. Patent Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as US Agent

By:

Name: Carrel Goldfeder
Title: Duly Authorized Signatory

[Signature Page to ADCO Products, Inc. Patent Security Agreement]

## SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

## 1. REGISTERED PATENTS

# **United States Issued Patents**

DESCRIPTION	PATENT NO.	ISSUED DATE	OWNER
			ADCO
SOLVENT-BASED ADHESIVE COMPOSITION FOR ROOFING			Products,
MEMBRANES	5234987	08/10/93	Inc.
			ADCO
FAST-CURE POLYURETHANE SEALANT COMPOSITION CONTAINING			Products,
SILYL-SUBSTITUTED GUANIDINE ACCELERATORS	5097053	03/17/92	Inc.
			ADCO
ROOM-TEMPERATURE, MOISTURE-CURABLE, PRIMERLESS,			Products,
POLYURETHANE-BASED ADHESIVE COMPOSITION AND METHOD	5147927	09/15/92	Inc.
			ADCO
			Products,
POLYURETHANE BLOCK COPOLYMER	5368943	11/29/94	Inc.
			ADCO
ULTRAVIOLET RADIATION PHOTOPOLYMERIZATION OF ACRYLIC			Products,
ESTER PRESSURE SENSITIVE ADHESIVE FORMULATION	5183833	02/02/93	Inc.
			ADCO
ADHESIVE COMPOSITION AND METHOD FOR PROVIDING WATER-			Products,
TIGHT JOINTS IN SINGLE-PLY ROOFING MEMBRANES	6297324	10/02/01	Inc.
			ADCO
POLYURETHANE ADHESIVE COMPOSITION FOR BONDING			Products,
POLYMERIC ROOFING MATERIALS TO ROOF-DECK SUBSTRATES	5872203	02/16/99	Inc.
			ADCO
AQUEOUS SILANE COUPLING AGENTS SOLUTION FOR USE AS A			Products,
SEALANT PRIMER	5363994	11/15/94	Inc.
			ADCO
			Products,
LAP EDGE ROOFING SEALANT	6642296	11/04/03	Inc.
			ADCO
			Products,
LAP EDGE ROOFING SEALANT	6291571	09/18/01	Inc.
			ADCO
			Products,
FORTIFIED PRESSURE SENSITIVE ADHESIVE	5354600	10/11/94	Inc.
PRESSURE SENSITIVE ADHESIVE SYSTEMS WITH FILLER	5385772	01/31/95	ADCO

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DESCRIPTION	PATENT NO.	ISSUED DATE	OWNER
			Products,
			Inc.
			ADCO
HEAT-RESISTANT, PAINTABLE, TWO-SIDED ACRYLIC-BASED			Products,
ADHESIVE TAPE AND METHOD OF APPLYING TO SUBSTRATES	7473453	01/06/09	Inc.
			ADCO
HOT MELT PRESSURE SENSITIVE COMPOSITION FOR ATTACHING			Products,
ROOFING MEMBRANES	6794449	09/21/04	Inc.

# **United States Pending Patent Applications**

DESCRIPTION	APPL NO.	FILING DATE	OWNER
			ADCO
HOT MELT PRESSURE-SENSITIVE ADHESIVE COMPOSITION FOR			Products,
ATTACHING ROOFING MEMBRANES	10/935142	9/7/2004	Inc.
			ADCO
CURABLE SEALING METHOD AND FOAMED COMPOSITION-			Products,
(RELATED TO ADO 126 MA) Filed Nationally in US on 2/10/09	US07/75754	8/10/2007	Inc.
			ADCO
UV CURABLE PRESSURE SENSITIVE ADHESIVE ROOFING			Products,
SYSTEM-(RELATED TO ADO 208) Filed Nationally in US on 10/16/09	US08/60500	4/16/2008	Inc.
			ADCO
			Products,
TWO-PART FOAMABLE ADHESIVE WITH RENEWABLE POLYOL	61/222696	7/2/2009	Inc.
			ADCO
			Products,
SEALANT ASSEMBLIES AND METHODS	12/503757	7/15/2009	Inc.
			ADCO
			Products,
EDGE SEALANTS HAVING BALANCED PROPERTIES	61/251517	10/14/2009	Inc.
			ADCO
METHOD FOR ATTACHING A SOLAR MODULE TO A SUBSTRATE			Products,
USING AN ADHESIVE	61/251559	10/14/2009	Inc.
			ADCO
USE OF CARBON BLACK FOR OXIDATIVE AND HEAT STABILITY			Products,
IN SOLAR MODULE APPLICATIONS	61/251551	10/14/2009	Inc.
			ADCO
EDGE SEALANT COMPOSITION WITH REACTIVE OR			Products,
UNSATURATED POLYOLEFINS	61/251542	10/14/2009	Inc.

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DESCRIPTION	APPL NO.	FILING DATE	OWNER
			ADCO
USE OF CALCIUM OXIDE AS A WATER SCAVENGER IN SOLAR			Products,
MODULE APPLICATIONS	61/251527	10/14/2009	Inc.
			ADCO
			Products,
SOLAR MODULE EDGE SEALANTS HAVING NANO-PARTICLES	61/253746	10/21/2009	Inc.
			ADCO
			Products,
ADHESIVE FOR ATTACHMENT TO A SOLAR MODULE	61/254374	10/23/2009	Inc.
			ADCO
			Products,
BIO-BASED ROOFING ADHESIVE	61/300600	02/02/10	Inc.
			ADCO
			Products,
MOISTURE BARRIER POTTING COMPOUND	61/300595	02/02/10	Inc.
			ADCO
			Products,
MULTI-BEAD APPLICATOR	61/305893	02/18/10	Inc.

# **Patent Cooperation Treaty Patents**

DESCRIPTION	APPL NO.	FILING DATE	OWNER
			ADCO
ADHESIVE COMPOSITION AND METHOD FOR ATTACHING A			Products,
COMPONENT TO A SUBSTRATE-(RELATED TO ADO 221)	US09/39312	4/2/2009	Inc.
			ADCO
SYSTEM AND METHOD FOR ATTACHING A SOLAR MODULE TO A			Products,
SUBSTRATE-(RELATED TO ADO 223)	US09/39315	4/2/2009	Inc.
			ADCO
			Products,
SOLAR MODULE SEALANT	US09/40527	4/14/2009	Inc.
			ADCO
SOLAR MAODULE HAVING AN ENCAPSULANT MOUNTING ADHESIVE			Products,
(RELATED TO ADO 233)	US09/59034	9/30/2009	Inc.
			ADCO
EDGE SEAL FOR MANUFACTURING TWO-PANE OR MULTI-PANE	WO 2009/036752		Products,
INSULATING GLASS OR SOLAR MODULES	A1	09/20/07	Inc.
			ADCO
			Products,
SOLAR MODULE SEALANT	US10/24116	2/12/2009	Inc.

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## **Foreign Issued Patents**

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COUNTRY	DESCRIPTION	PATENT NO.	ISSUED DATE	OWNER
CANADA	HOT MELT PRESSURE SENSITIVE ADHESIVE COMPOSITION FOR ATTACHING ROOFING MEMBRANES	2418573	2/5/2003	ADCO Products, Inc.
CANADA	ADHESIVE COMPOSITION FOR PROVIDING WATER-TIGHT JOINTS IN SINGLE-PLY ROOFING MEMBRANES	2165273	12/7/2004	ADCO Products, Inc.
EUROPEAN PATENT OFFICE	ULTRAVIOLET RADIATION PHOTOPOLYMERIZATION OF ACRYLIC ESTER PRESSURE SENSITIVE ADHESIVE FORMULATION	0426198 P69008481.1 69008481	11/2/1990	ADCO Products,
MEXICO	HOT MELT PRESSURE SENSITIVE ADHESIVE COMPOSITION FOR ATTACHING ROOFING MEMBRANES	254573	2/13/2008	ADCO Products, Inc.

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**RECORDED: 04/06/2010**