

07-14-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Global Green Products, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 27 2010

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: The Metropolitan Bank

Internal Address: Suite 100

Street Address: 1661 Aaron Brenner Drive

City: Memphis

State: Tennessee

Country: USA Zip: 38120

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US 6,919,421 B2

US 7,074,881 B2

JUL 13 2010

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sabrina Wheeler

Internal Address: Suite 100

Street Address: 1661 Aaron Brenner Drive

City: Memphis

State: Tennessee Zip: 38120

Phone Number: 901-969-8034

Fax Number: 901-969-8037

Email Address: S.Wheeler@TheMetropolitanBank.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

May 27 2010

Date

Sabrina Wheeler

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT AND SECURITY AGREEMENT IN PATENTS

May 27, 2010

This Assignment and Security Agreement ("Assignment") is entered into with an effective date of May 27, 2010, and is made and given by **GLOBAL GREEN PRODUCTS, L. L. C.**, a Delaware limited liability company, with an address of 8617 Golfview Drive, Orland Park, Illinois 60462 ("Grantor") to and in favor of **THE METROPOLITAN BANK**, a Tennessee banking corporation, with an address of 1661 Aaron Brenner Drive, Suite 100, Memphis, Tennessee 38120 (the "Bank").

Grantor has obtained from the Bank a certain line of credit loan (the "Loan") evidenced by a Multipurpose Note and Security Agreement dated March 2, 2009, in the original maximum principal amount of \$300,000.00, as modified, amended, and converted into a term loan pursuant to the Loan Modification Agreement dated the same date hereof (as modified, amended, and converted, the "Note"). The Note, this Assignment, and all other documents and instruments executed, delivered, filed, and/or furnished in connection with the Note or relating to the Loan are collectively referred to herein as the "Loan Documents." In order to secure all of the indebtedness that is and shall become due and owing under the Note and all of the other terms, covenants, conditions, and obligations evidenced by and contained in the Note and the Loan Documents (collectively the "Obligations"), the Grantor hereby grants, pledges and assigns to and in favor of the Bank a lien and security interest in and to all of the Grantor's now owned and hereafter arising right, title and interest in and to the following patents, including any and all applications, renewals, extensions, modifications, amendments, related application data, publications, documents, interests, and rights relating thereto (collectively referred to herein as the "Collateral"):

United States Patent Number: US 6,919,421 B2
Date of Patent: July 19, 2005
Application Number: 10/698,397
File Date: November 3, 2003
Inventor: Graham Swift
First Assignee: Folia, Inc.
Second Assignee: Global Green Products, L. L. C.

United States Patent Number: US 7,074,881 B2
Date of Patent: July 11, 2006
Application Number: 10/698,375
File Date: November 3, 2003
Inventor: Graham Swift and George H. Redlich
First Assignee: Folia, Inc.
Second Assignee: Global Green Products, L. L. C.

In connection with the lien and security interest granted, pledged and assigned to the Bank herein, Grantor covenants, represents, warrants, and agrees as follows:

1. Grantor represents and warrants as follows: (1) Grantor owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the lien and security interest created by this Assignment; (2) Grantor will defend the title and ownership of Collateral against the claims and demands of all persons; (3) this Assignment creates a valid and perfected lien and security interest in and to the Collateral, which lien and security interest is first priority, securing the payment of all the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

2. The Bank is hereby authorized to take any and all actions and sign, file and record any and all documents and instruments as the Bank deems necessary or desirable to obtain and perfect its lien and security interest in and to the Collateral, including, but not limited to, filing and recording a copy of this Assignment, and such additional documents and instruments as may be required, with the United States Patent and Trademark Office. Grantor acknowledges that this Assignment shall be considered an absolute assignment of the Collateral for the purposes of filing and recordation with the United States Patent and Trademark Office and shall remain in effect until cancelled and terminated by the written consent of the Bank and the Borrower.

3. Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Collateral at the location designated in this Assignment and will notify the Bank in the event the Grantor changes its chief place of business or chief executive office or the place where the Grantor maintains its records with respect to the Collateral.

4. So long as any Obligations remain outstanding to the Bank, the Grantor will not, without the prior written consent of the Bank, create, grant, pledge, or assign any other lien or security interest in or to any of the Collateral to any other person or entity except the Bank, or permit any lien, security interest, or encumbrance to attach to any of the Collateral or any levy to be made with respect thereto, or sell, convey, assign, or transfer any interest in the Collateral to any other person or entity.

5. Grantor shall be in default under this Assignment if at any time and from time to time any one or more of the following events shall occur or be continuing: (a) if any portion of the Obligations, including any payments due under the Note, as and when the same shall become due and payable, shall fail to be paid; (b) if any of the Obligations, including any covenants, representations, and warranties agreed to and made by the Grantor, shall fail to be maintained, performed, or discharged fully and timely or shall fail to be true and correct; (c) if any default or event of default occurs or is continuing under the Note or any Loan Documents; (d) if the Grantor violates or fails to comply with any of the terms, covenants, conditions, and provisions of this Assignment; (e) if the Bank, in its sole judgment, determines that the ability of the Grantor to pay or perform the Obligations, or any part thereof, has significantly deteriorated or been significantly impaired, or the Collateral, in conjunction with any other property or collateral securing the Obligations, is insufficient as security for the Obligations; and (f) if the Grantor is dissolved for any reason, terminates its existence, liquidates, ceases to function as a going business, becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it any bankruptcy proceeding, receivership proceeding, or other insolvency proceeding.

6. If any default shall occur or be continuing under this Assignment, the Bank shall have the following rights and remedies:

(a) the Bank may, at its option, declare the entire unpaid balance of the Obligations, including principal and interest, to be immediately due and payable without notice or demand;

(b) the Bank may exercise and enforce in respect of the Collateral any and all of the rights and remedies of the Bank under and pursuant to the Note, this Assignment, and the Loan Documents;

(c) the Bank may exercise and enforce in respect of the Collateral, in addition to other rights and remedies provided for in this Assignment or otherwise available to or possessed by the Bank, all the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Tennessee and in effect in such other jurisdictions that may be applicable to any of the Collateral (the "Code"), or under other applicable federal, state and local laws and regulations (whether or not the Code applies to the affected Collateral), with all such rights and remedies shall be cumulative;

(d) the Bank shall be entitled to immediate possession of all or any part of the Collateral and shall be entitled to take control of the Collateral and may, without notice except as specified below, sell, lease, license, assign, convey, or otherwise dispose of the Collateral, or any part thereof, in one or more groups at public or private sale, at such locations determined by the Bank, for cash, on credit, or for future delivery, and upon such other terms and in such manner as the Bank may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale or any other such action shall be required by law, ten (10) days' notice to the Grantor at the Grantor's address specified in this Assignment of the time and place of any sale or other such action shall constitute reasonable notification. The Bank shall not be obligated to make any sale of or take any other action with respect to the Collateral regardless of any notice of sale or other action having been given. The Bank may adjourn any sale or other disposition from time to time by announcement at the time and place fixed therefor, and such sale or other disposition may, without further notice, be made at the time and place to which it was so adjourned.

(e) Any proceeds received by the Bank in respect of any sale, lease, license, assignment, conveyance, or other disposition of all or any part of the Collateral may, in the discretion of the Bank, be held by the Bank as collateral for, and/or then, or at any time thereafter applied in the following orders of priority: (1) first, to the payment of all costs and expenses of taking possession of the Collateral and of holding, selling, leasing, licensing, assigning, conveying, or otherwise disposing of the same, including, without limitation, fees of the Bank and reasonable attorneys fees and expenses incurred by the Bank, fees of any receivers, accountants, and other agents retained by the Bank, recording and filing fees, court costs, costs of advertisement, commissions to rental agents, sales agents, and auctioneers, and the payment of any and all assessments, liens, security interests, and any other rights, titles, or interests equal or superior to the lien and security interest of this Assignment (except those to which the Collateral has been sold subject to and without in any way implying the Bank's consent to the creation thereof); (2) second, to payment of the Obligations due the Bank, including all accrued and unpaid interest, unpaid principal, and any other charges and expenses due under the Note in such order as the Bank may elect; and (3) third, any remaining balance or surplus remaining after payment in full of all of the Obligations to the Grantor or to such person or entity that may be lawfully entitled to receive such surplus.

(f) In the event the remedies of the Bank set forth herein shall not be sufficient to pay and satisfy in full the Obligations due the Bank such that a deficiency arises or exists, then the Grantor shall remain liable to the Bank for any such deficiency and the Bank shall have the right and be entitled to pursue collection and recovery of any such deficiency from the Grantor, including the costs, expenses and attorneys fees incurred by the Bank in enforcing such right and pursuing such collection.

7. The Grantor hereby irrevocably appoints the Bank, acting by and through its duly designated officers and agents, to be the Grantor's attorney-in-fact with full authority in the place and stead of the Grantor and in the name of the Grantor, with such power of attorney to take effect upon the occurrence of any default under this Assignment or any of the Loan Documents, with the Bank, acting by and through its officer and agents, to have the full power and authority to take any actions and to sign and deliver any documents and instruments for and on behalf of Grantor, and in the name and stead of Grantor, as the Bank shall deem necessary or appropriate in order for the Bank to accomplish the purposes of this Assignment and to protect and preserve the Bank's lien and security interest in and to the Collateral, including, without limitation, any actions that the Bank may deem necessary or desirable for the protection and preservation of the collateral, the exercise and enforcement of any rights and remedies herein, and the realization and execution upon the Collateral, including any sale, transfer, assignment, or other disposition of the Collateral.

8. The Grantor releases and agrees to indemnify, defend, and hold harmless the Bank from and against any and all claims, losses and liabilities growing out of or resulting from the failure of the Bank to take any action under this Assignment (including, without limitation, enforcement of this Assignment), except claims, losses or liabilities resulting from the Bank's willful misconduct. Grantor will, upon demand, pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees, expenses and disbursements of its attorneys and of any experts and agents, which the Bank may incur in connection with (i) the administration of this Assignment, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights and remedies of the Bank hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

9. No amendment or waiver of any provision of this Assignment nor consent to any departure by the Grantor herefrom shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. All notices and other communications provided for hereunder shall be in writing and, as to either party, mailed by registered or certified mail, or delivered by overnight courier, or sent by facsimile transmission, or delivered by hand delivery, addressed to such party at its address specified in this Assignment, or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall be effective as follows: when mailed, on the date of receipt or on the date marked "refused" or with words of similar import; when sent by overnight courier, on the date following the date deposited with the overnight courier; when sent by facsimile

transmission, on receipt of electronic confirmation of the transmission; and when by hand delivery, on the date of the delivery.

11. This Assignment shall create a continuing lien and security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon the Grantor and the Grantor's successors, transferees, and assigns, and (iii) inure to the benefit of the Bank and its successors, transferees, and assigns. Without limiting the generality of the foregoing clause (iii), the Bank may assign or otherwise transfer its rights under the Note, this Assignment, and the Loan Documents, or any interest therein held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the rights and benefits in respect thereof granted to the Bank herein or otherwise. Upon the payment in full of the Obligations, the lien and security interest granted herein shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, the Bank will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

12. This Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect to any particular Collateral are held to be governed by federal law or the laws of a jurisdiction other than the State of Tennessee. If any term or provision of this Assignment is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Assignment. The Grantor agrees that all claims, counterclaims, actions and other disputes arising out of or relating to this Assignment shall be arbitrated pursuant to the arbitration provision contained in the Mediation and Arbitration Agreement entered into between the Grantor and the Bank. The Grantor (i) irrevocably submits to the jurisdiction of any Tennessee state or federal court or other forum (including arbitration forum) sitting in Shelby County, Tennessee, as selected by the Bank, in any action arising out of or relating to this Assignment, (ii) agrees that all claims in such action shall be decided in such court or forum, and (iii) waives, to the fullest extent Grantor may effectively do so, the defense of an inconvenient forum. A final award or non-appealable judgment in any such action shall be conclusive and may be enforced in other jurisdictions. **The Grantor waives, to the fullest extent the Grantor may do so, the right to trial by jury and agrees that any action or dispute arising out of this Assignment shall be adjudicated and decided without a jury trial.**

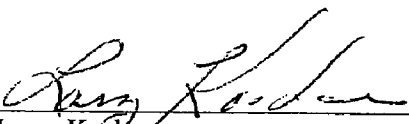
13. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The signatures to this Assignment may be evidenced by facsimile signature or by other electronic means and any such facsimile or electronic signature shall be deemed binding and effective upon the signatory party the same as an original signature and the delivery and transmission of any signature by facsimile or other electronic means shall be deemed to have the same effect as the delivery of an original signature.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed and delivered by its duly authorized officers and members effective as of the date first above written.

GRANTOR:

GLOBAL GREEN PRODUCTS, L. L. C.
a Delaware limited liability company

By:



Larry Koskan
President and Manager

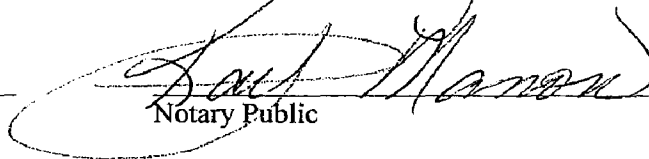
STATE OF ILLINOIS

COUNTY OF Cook

Before me, a Notary Public in and for said State and County mentioned, duly commissioned and qualified, personally appeared **Larry Koskan**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is the President and Manager of **Global Green Products, L. L. C.**, the within named bargainor, a Delaware limited liability company, and that he, as such President and Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by personally signing the name of the limited liability company thereto by himself as such President and Manager.

WITNESS my hand and Notarial Seal at office this 27 day of May, 2010.

My Commission Expires: 5-2-13


Notary Public

(SEAL)

