



RECORDATION FORM COVER SHEET
PATENTS ONLY

11-10-2010



103611081

To the Director of the U S Patent and Trademark Office Please record the attach

1. Name of conveying party(ies)

HH&P LLC

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

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

Execution Date(s) October 1, 2009

- 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 Triad Group, Inc.

Internal Address _____

Street Address 700 W. North Shore Drive

City Hartland

State Wisconsin

Country USA Zip 53029

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)

11/849,505
11/191,520
11/788,466

B Patent No (s)

6,361,799 B1

Additional numbers attached? Yes No

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

Name Stephen J Nording

Internal Address Solheim Billing & Grimmer, S.C.

Street Address 1 South Pinckney Street, #301

City Madison

State Wisconsin Zip 53703

Phone Number (608) 282-1231

Fax Number: (608) 282-1218

Email Address snording@sblaw.com

6. Total number of applications and patents involved: Four (4)

7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name 11/10/2010 11:21:11 00000033 11049505 01 FC:0021 160.00 OP

9. Signature:

D. R. Haertle
Signature

October 1, 2009
Date

D. R. HAERTLE
Name of Person Signing

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

7

PATENT ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of October 1, 2009, by and between HH&P LLC, a Wisconsin limited liability company, having a mailing address at 700 W. North Shore Drive, Hartland, WI 53029 (the "Debtor"), and Triad Group, Inc. ("Secured Party"), having a mailing address at 700 W. North Shore Drive, Hartland, WI 53029.

RECITALS

WHEREAS, Debtor is the owner of certain Patents.

WHEREAS, the Debtor has agreed to enter into this Agreement to secure repayment of the Obligations.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the recipient and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Debtor and Secured Party mutually agree as follows:

1. Definitions.

a. Obligations. The term "Notes" shall have the meaning given to such term in the Selective Business Security Agreement dated as of the date hereof between the Debtor and the Secured Party.

b. Other Terms. All terms not otherwise defined shall have the meanings assigned to them by the Wisconsin Uniform Commercial Code.

c. Patents. The term "Patents" shall mean all patents and patent applications now owned or hereafter acquired by Debtor and expressly including those patents and patent applications listed on attached Exhibit A, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent and all proceeds of the foregoing.

2. Security Interest in and Assignment of Patents. In order to secure the due and punctual payment of the Notes, and to secure all debts, obligations and liabilities of the Debtor to Secured Party whether direct or indirect, absolute or contingent, liquidated or unliquidated and whether existing now or in the future, including interest thereon and all costs, expenses and reasonable attorneys' fees paid or incurred by the Secured Party at any time before or after judgment in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Agreement, and to enforce this Agreement (collectively the "Obligations"), the Debtor hereby grants to the Secured Party a continuing security interest in and to, and hereby sells, assigns, and transfers to Secured Party, all of Debtor's right, title and

interest in and to the Patents. The security interest and assignment of the Patents granted by Debtor to Secured Party in this Agreement is granted free and clear of all liens, licenses, security interests, rights of first refusal, options or similar restrictions. The security interests granted and the assignment made pursuant to this Section 2 are for security purposes only.

3. Use of Patents. Notwithstanding anything to the contrary contained herein, unless an event of default has occurred and is continuing, the Debtor may continue to exploit, license, use, enjoy and protect the Patents and the Secured Party shall from time to time promptly execute and deliver, upon written request of the Debtor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Debtor to enable the Debtor to continue to exploit, license, use, enjoy and protect the Patents.

4. Debtor's Warranties.

a. Ownership. Debtor owns the Patents free of all encumbrances and security interests (except Secured Party's security interest). Debtor, acting alone, may grant a security interest in the Patents.

b. Authority to Contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of any agreement or restriction to which Debtor is a party or is subject.

c. Accuracy of Information. All information, certificates or statements given to Secured Party pursuant to this Agreement shall be true and complete when given.

d. Addresses. The address of Debtor's place of business is shown below Debtor's signature. The address where the Collateral will be kept, if different from that appearing below Debtor's signature is shown opposite Debtor's signature. Such locations may be changed, but the parties intend that the Patents, wherever located, are covered by this Agreement.

e. Change of Name or Address. Debtor shall immediately advise Secured Party in writing of any change in name of Debtor or address of Debtor's place of business or the address where the Patents will be kept.

5. Persons Bound. This Agreement benefits Secured Party, its successors and assigns, and binds Debtor and its successors and assigns.

6. Debtor's Covenants.

a. Maintenance of Patents. Debtor shall: maintain the Patents in force and not permit the value of the Patents to be impaired; keep the Patents free from all liens, encumbrances and security interests (other than Secured Party's security interest); defend the Patents against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies and other charges upon the Patents; not sell, lease or otherwise dispose of the Patents, except that Debtor may lease or license the Patents (in whole or in part) to a Related Corporation of Debtor for so long

as it remains a Related Corporation of Debtor, provided that Debtor is not in default at the time of such lease or license, not permit the Patents to be used in violation of any applicable law, regulation or policy of insurance. Loss of or damage to the Patents shall not release Debtor from any of the Obligations. For purposes of this Agreement, "Related Corporation" means a corporation, limited liability company, partnership or other business entity which, directly or indirectly, is majority owned by or under majority common ownership with Debtor.

b. Maintenance of Security Interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Secured Party to preserve the Patents or to establish, determine priority of, perfect, continue perfected, terminate or enforce Secured Party's interest in it or rights under this Agreement. Without limitation, Debtor: (i) will, at its expense, execute, deliver, file and record (in such manner and form as the Secured Party shall reasonably require), or permit the Secured Party to file and record, such financing statements, assignments, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office) as the Secured Party may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Secured Party hereunder; (ii) hereby authorizes the Secured Party to file and record such instruments and documents and any other instruments or documents related thereto without the signature of the Debtor where permitted by law; and (iii) agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional instruments and documents, as the Secured Party may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Debtor. Any costs of the foregoing incurred by the Secured Party shall be payable by the Debtor within five (5) days of demand by the Secured Party, and shall constitute so much additional Obligations. The Debtor hereby appoints the Secured Party as the Debtor's attorney-in-fact to execute and file, in the name and on behalf of the Debtor, any additional financing statements, assignments, continuation statements, and other instruments and documents as the Secured Party may reasonably request.

c. Inspection of Collateral. At reasonable times upon reasonable advance notice, Secured Party may examine the Patents, wherever located.

7. Rights of Secured Party. If Debtor is in default (beyond any period given Debtor to cure such default), Secured Party is authorized to cure such default, and the cost of curing such default shall be one of the Obligations secured by this Agreement and shall be payable by Debtor within ten (10) days of Secured Party's demand therefor with interest from the date of payment by Secured Party at the interest rates stated in the Notes.

8. Default.

a. Events of Default. The occurrence of any one or more of the following shall constitute a default by Debtor: (i) Debtor fails to pay when due any of the Obligations and such failure continues beyond any period given the Debtor to cure such

default, (ii) Debtor fails to perform any other warranty, covenant or other undertaking by Debtor in this Agreement and such failure continues for thirty (30) days after written notice thereof to Debtor, (iii) any representations or warranties made to the Secured Party under this Agreement is false in any material respect when made, (iv) the making by Debtor of an assignment for the benefit of creditors, the appointment of a trustee or receiver to take possession of a substantial part of Debtor's assets, or an attachment or execution against a substantial part of Debtor's assets, (v) the institution of bankruptcy proceedings by or against Debtor, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed, (vi) Debtor dissolves or otherwise ceases to exist or there are proceedings for the dissolution, winding up or liquidation of the Debtor, (vii) Debtor is insolvent, (viii) a final judgment or judgments for the payment of money in excess of \$100,000.00 are rendered against the Debtor and which judgments are not, within thirty (30) days after entry thereof, discharged or stayed pending appeal within or are not discharged within thirty (30) days after the expiration of such stay, or (ix) there is a material adverse change in the financial condition of the Debtor or the Secured Party in good faith deems itself insecure.

b. Remedies Upon Default. In the event of default, Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligations. With respect to such rights and remedies:

(1) Repossession. Secured Party may take possession of the Patents.

(2) Assembling Patents. Secured Party may require Debtor to assemble the Patents and to make them available to Secured Party.

(3) Notice of Disposition. Written notice, when required by law, sent to the address of Debtor in this Agreement at least thirty (30) calendar days before the date of a proposed disposition of the Patents is reasonable notice.

(4) Expenses and Application of Proceeds. Debtor shall reimburse Secured Party for any reasonable costs or expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement, whether before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses of collecting any of the Obligations and taking possession, holding, preparing for disposition and disposing of any of the Patents. After deduction of such expenses, Secured Party shall apply the proceeds of disposition to the Obligations.

(5) Waiver. Secured Party may permit Debtor to remedy any default, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor.

9. Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. Invalidation of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Secured

Party as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

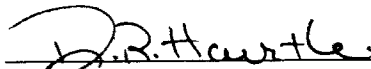
This Agreement is executed as of the date first above written.

DEBTOR:
HH&P LLC

Address where Collateral will be kept:

700 W. North Shore Drive
Hartland, WI 53029

2572 Brunswick Pike
Lawrenceville, NY 08648

By: 
David R. Haertle, Authorized Member
Address: 700 W. North Shore
Hartland, WI 53029

SECURED PARTY
TRIAD GROUP, INC.

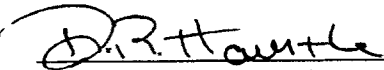
By: 
David R. Haertle, President

EXHIBIT A
TO
PATENT ASSIGNMENT AND SECURITY AGREEMENT

1. U.S. Patent No. 6,361,799B1, entitled "Clump-Free Liquid Dispensable Powder Compositions and Process for Making the Same" issued March 26, 2002.
2. U.S. Patent Application Serial Number 11/849,505 filed September 4, 2007, for "Stable Tablet Dosage Forms Of Proton Pump Inhibitors".
3. U.S. Patent Application Serial Number 11/191,520 filed July 28, 2005, for "Magnesium Salt Proton Pump Inhibitor Dosage Forms".
4. U.S. Patent Application Serial Number 11/788,466 filed April 20, 2007, for "Physically Stable Aqueous Suspensions of Active Pharmaceuticals".