

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ALAN MANUFACTURING INC.	09/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	200 Public Square, Suite 3200
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	6481676
Patent Number:	6035849
Patent Number:	D409073
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(216)583-7087
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(216) 583-7000
Email:	ecaja@ulmer.com
Correspondent Name:	Edward Caja
Address Line 1:	1660 West 2nd Street, Suite 1100
Address Line 4:	Cleveland, OHIO 44113
ATTORNEY DOCKET NUMBER:	32149-0007
NAME OF SUBMITTER:	Edward F. Caja

Total Attachments: 10  
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**PATENT**  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of September 30, 2009, is made by and between ALAN MANUFACTURING, INC., an Ohio corporation ("Pledgor"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Bank"), having a business location at the address set forth below next to its signature.

### Recitals

A. Pledgor, LUKJAN METAL PRODUCTS, INC., an Ohio corporation ("Lukjan Metal"), KORDA MANUFACTURING, INC., an Ohio corporation ("Korda"), THE CLEVELAND METAL STAMPING CO., LTD., an Ohio limited liability company ("Cleveland Metal") and LUKJAN METAL PRODUCTS CAROLINA, INC., a North Carolina corporation ("Lukjan Carolina" and together with Pledgor, Lukjan Metal, Korda and Cleveland Meta, the "Borrowers") and Bank are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Bank may now or hereafter extend credit to or for the account of Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, Bank has required the execution and delivery of this Agreement by Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Pledgor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A, and all proceeds of any of the foregoing.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Pledgor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for

past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B, and all proceeds of any of the foregoing.

2. Security Interest. Pledgor hereby irrevocably pledges and assigns to, and grants Bank a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Pledgor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Pledgor represents, warrants and agrees as follows:

(a) Existence; Authority. Pledgor is a [corporation][limited liability company] duly organized, validly existing and in good standing (or the equivalent) under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary action on the part of Pledgor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Pledgor as of the date hereof, or to which Pledgor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Pledgor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Pledgor shall within 60 days provide written notice to Bank with a replacement Exhibit A, which upon acceptance by Bank shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Pledgor's or any Affiliate's business(es). If after the date hereof, Pledgor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Pledgor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Pledgor shall promptly provide written notice to Bank with a

replacement Exhibit B, which upon acceptance by Bank shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Pledgor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Pledgor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Pledgor; or (ii) notify Bank of such item(s) and cause such Affiliate to execute and deliver to Bank a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Pledgor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Pledgor (i) will have, at the time Pledgor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Credit Agreement, Pledgor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Bank's prior written consent.

(g) Defense. Pledgor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Pledgor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Bank: (i) sufficient written notice, of at least 30 days, to allow Bank to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Bank's Right to Take Action. If Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Bank gives Pledgor written notice thereof (or, in the case of the agreements contained in

subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Pledgor notifies Bank that it intends to abandon a Patent or Trademark, Bank may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Pledgor (or, at Bank's option, in Bank's own name) and may (but need not) take any and all other actions which Bank may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Pledgor shall pay Bank on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Bank in connection with or as a result of Bank's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Bank at the Default Rate (as defined in the Revolving Line of Credit Note dated as of even date herewith from Borrowers to Bank).

(k) Power of Attorney. To facilitate Bank's taking action under subsection (i) and exercising its rights under Section 6, Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) Bank, or its delegate, as the attorney-in-fact of Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Pledgor under this Section 3, or, necessary for Bank, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all indebtedness.

4. Debtor's Use of the Patents and Trademarks. Pledgor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on

it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Bank may, at its option, take any or all of the following actions:

(a) Bank may exercise any or all remedies available under the Credit Agreement.

(b) Bank may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Bank may enforce the Patents and Trademarks and any licenses thereunder, and if Bank shall commence any suit for such enforcement, Pledgor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Bank. A waiver signed by Bank shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Bank's rights or remedies. All rights and remedies of Bank shall be cumulative and may be exercised singularly or concurrently, at Bank's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Pledgor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Bank shall not be obligated to preserve any rights Pledgor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Pledgor and Bank and their respective participants, successors and assigns and shall take effect when signed by Pledgor and delivered to Bank, and Pledgor waives notice of Bank's acceptance hereof. Bank may execute this Agreement if appropriate for the purpose of filing, but the failure of Bank to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Ohio without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement for a period of two (2) years after the payment of the indebtedness under the Credit Agreement.

8. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK..

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

c/o Lukjan Metal Products, Inc.  
645 Industry Road, Conneaut, Ohio

ALAN MANUFACTURING, INC.

By:   
Name: Richard Bluestone  
Its: President

Wells Fargo Bank, National Association  
Ohio Commercial Banking Group  
200 Public Square, Suite 3200  
Cleveland, Ohio 44114  
Attention: Todd Hurst

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Todd Hurst  
Its: Relationship Manager

[Signature Page to Patent/Trademark Agreement]

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this 25 day of September, 2009, by Richard Bluestone, the President of ALAN MANUFACTURING, INC., an Ohio corporation, on behalf of the corporation.

Ellen L. Demchak  
Notary Public



Ellen L. Demchak  
Notary Public, State of Ohio  
My comm. expires  
Feb. 21, 2014

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this 28 day of September, 2009, by Todd Hurst, a Relationship Manager of Wells Fargo Bank, National Association, on behalf of the national association.

Brian P. Faman  
Notary Public

Brian P. Faman  
Notary Public, State of Ohio  
My commission has no expiration

[Notary Page to Patent/Trademark Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Expandable Duct Hanger	6,481,676	November 19, 2002
Damper Clip Extension	6,035,849	March 14, 2000
Damper Clip	D409,073	May 4, 1999

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	NONE	

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE