

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)/Execution Date(s):

Dubois Limited

Execution Date(s) November 4, 2010

Additional names of conveying parties attached? ☐ Yes

☒ No

2. Name and address of receiving party(ies)

Name: RBS Invoice Finance Limited

Internal
Address:

Street Address: 1st Floor, 280 Bishopsgate

City: London

State: England

Country: UK

Zip: EC2M 4RB

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other:

4. Application or patent number(s)

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

A. Patent Application No. (s)
See Attached Exhibit A

B. Patent No.(s)
See Attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and
registrations involved: 27

7. Total fee (37 CFR 1.21(h) & 3.41) \$2780--

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

November 5, 2010

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments,
and document. 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$320.00 0918007

EXHIBIT A
TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF PATENTS

Country	Inv. Title	Owner	App Number	Pat Number
AT	Security Device for an Information Storage Media Holder	DB	MU2031/2001	46091
AT	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
AT	Security Device for an Information Storage Media Holder	DB	MU2032/2001	46092
AT	Security Device for an Information Storage Media Holder	DB	MU2033/2001	46093
AT	Security Device for an Information Storage Media Holder	DB	MU3001/2001	46577
AT	Security Device for an Information Storage Media Holder	DB	MU2030/2001	46090
AT	Apparatus For Holding A Compact Disk	DB	97916538.8	E220820
AT	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	E 170321
AT	IMPROVED DISC HOLDER	DB	1974509	1338011
AU	Apparatus For Holding A Compact Disk	DB	91389/01	775419
AU	APPARATUS FOR HOLDING A COMPACT DISK	DB	30151/00	722737
AU	Red Tag Compatible Blu-Ray Box	DB	14918/2006	313365
AU	Apparatus For Holding A Compact Disk	DB	2001100568	2001100568
AU	APPARATUS FOR HOLDING A COMPACT DISK	DB	301052/00	723326
AU	Red Tag Compatible Blu-Ray Box	DB	14919/2006	313366
AU	Apparatus For Holding A Compact Disk	DB	2001100569	2001100569
AU	Red Tag Compatible Blu-Ray Box	DB	14920/2006	313367
AU	Security Device for an Information Storage Media Holder	DB	1642/2001	150891
AU	Apparatus for Releasing Magnetic Security Device	DB	2004284287	2004284287
AU	Security Device and Transponder	DB	2003253105	2003353105
AU	Apparatus For Holding A Compact Disk	DB	25158/97	737241
AU	APPARATUS FOR HOLDING A COMPACT DISK	DB	38112/95	715920
AU	IMPROVED DISC HOLDER	DB	2001294023	2001294023
AU	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	2002214146	2002214146
AU	Apparatus for Unlocking Security Device for Retail Merchandise	DB	1231/2001	15802
AU	Box for Compact Discs	DB	1625/2004	158512
BE	Container with Information Display	DB	985480.3	1258002
BR	Security Device for an Information Storage Media Holder	DB	DI 6101216.5	DI 6101216-5
BR	Apparatus For Holding A Compact Disk	DB	PI9709197-9	PI970919

Country	Inv. Title	Owner	App Number	Pat Number
BR	APPARATUS FOR HOLDING A COMPACT DISK	DB	PI 9509593-4	PI 9509593-4
BR	Apparatus for Unlocking Security Device for Retail Merchandise	DB	DI6401245-0	DI6401245-0
BR	Box for Compact Discs	DB	DI6401655-0	DI6401655-0
BX	Security Device for an Information Storage Media Holder	DB	78.373-01/05	33848-01/05
BX	Compact Disc Holder	DB	27050-01	27050-01
BX	Apparatus for Holding CD (Yin Yang Button)	DB	27050-02	27050-02
CA	Security Device for an Information Storage Media Holder	DB	2001-1267	96832
CA	APPARATUS FOR HOLDING A COMPACT DISK	DB	2204373	2204373
CH	Security Device for an Information Storage Media Holder	DB	128041	128041
CN	APPARATUS FOR HOLDING A COMPACT DISK	DB	200310103679.9	ZL200310103679.9
CN	Security Device for an Information Storage Media Holder	DB	1309036.4	ZL0130936.4
CN	APPARATUS FOR HOLDING A COMPACT DISK	DB	95197002.X	ZL95197002.X
CN	IMPROVED DISC HOLDER	DB	1820358.2	ZL01820358.2
CN	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	1821907.1	ZL01821907.1
CZ	Security Device for an Information Storage Media Holder	DB	PVZ2001-33257	30556
DE	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
DE	Security Device for an Information Storage Media Holder	DB	40104794.6	40104794.6
DE	Injection Molded Container	DB	40107303.3	40107303.3
DE	Security Device and Transponder	DB	3762792.4	1532336
DE	Apparatus For Holding A Compact Disk	DB	97916538.8	69714034
DE	Information Storage Media Holder with Security Feature	DB	40210769.1	40210769.1
DE	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	69504364.1
DE	IMPROVED DISC HOLDER	DB	1974509	60111418
DE	Security Apparatus	DB	5746761.5	602005015324.1
DE	Apparatus for Holding a Compact Disk	DB	922787.7	60002848.8
DK	Security Device for an Information Storage Media Holder	DB	MA2001000548	MR200200110
DK	IMPROVED DISC HOLDER	DB	1974509	1338011
EM	Apparatus for Unlocking Security Device for Retail Merchandise	DB	000091749-0002	000091749-0002
EM	Stacking Hub Case	DB	000245568-0002	000245568-0002
EM	Box for Compact Discs	DB	000102280-0001	000102280-0001
EM	Red Tag Compatible Blu-Ray Box	DB	000527080/0001	527080/0001
EM	Twin Disc Tray Concept	DB	00742770-0001	00742770-0001

Country	Inv. Title	Owner	App. Number	Pat. Number
EM	Apparatus for Unlocking Security Device for Retail Merchandise	DB	000091749-0003	000091749-0003
EM	Box for Compact Discs	DB	000102280-0002	000102280-0002
EM	Red Tag Compatible Blu-Ray Box	DB	000527080/0002	527080/0002
EM	Twin Disc Tray Concept	DB	00742770-0002	00742770-0002
EM	Apparatus for Unlocking Security Device for Retail Merchandise	DB	000091749-0004	000091749-0004
EM	Box for Compact Discs	DB	000102280-0003	000102280-0003
EM	Red Tag Compatible Blu-Ray Box	DB	000527080/0003	527080/0003
EM	Twin Disc Tray Concept	DB	00742770-0003	00742770-0003
EM	Red Tag Compatible Blu-Ray Box	DB	000527080/0004	527080/0004
EM	Twin Disc Tray Concept	DB	00742770-0004	00742770-0004
EM	Red Tag Compatible Blu-Ray Box	DB	000527080/0005	527080/0005
EM	Apparatus for Unlocking Security Device for Retail Merchandise	DB	000091749-0001	000091749-0001
EM	Stacking Hub Case	DB	000245568-0001	000245568-0001
EM	A Holder for Universal Media Disk	DB	000560917-0001	000560917-0001
EP	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
EP	Security Device and Transponder	DB	3762792.4	1532336
EP	Apparatus For Holding A Compact Disk	DB	97916538.8	896719
EP	Container with Information Display	DB	985480.3	1258002
EP	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	789914
EP	IMPROVED DISC HOLDER	DB	1974509	1338011
EP	Security Apparatus	DB	5746761.5	1766627
EP	Apparatus for Holding a Compact Disk	DB	922787.7	1166271
ES	Security Device for an Information Storage Media Holder	DB	151398	151398
FR	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
FR	Security Device for an Information Storage Media Holder	DB	Jan-61	424049
FR	Security Device and Transponder	DB	3762792.4	1532336
FR	Apparatus For Holding A Compact Disk	DB	9796538.8	896719
FR	Apparatus for Holding CD (Yin Yang Button)	DB	96-2339	96-2339
FR	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	789914
FR	IMPROVED DISC HOLDER	DB	1974509	1338011
FR	Security Apparatus	DB	5746761.5	1766627
FR	Apparatus for Holding a Compact Disk	DB	922787.7	1166271
GB	Information Storage Media	DB	426195.4	2405865

Country	Inv. Title	Owner	App Number	Pat Number
GB	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
GB	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	789914
GB	Information Storage Media	DB	426187.1	2405863
GB	Information Storage Media	DB	426192.1	2405864
GB	Security Device for an Information Storage Media Holder	DB	2097611	2097611
GB	Disc Holder 3	DB	2062742	2062742
GB	Disc Holder	DB	2062741	2062741
GB	Lockable Disk Container	DB	2097613	2097613
GB	Apparatus for Releasing Magnetic Security Device	DB	324341.7	GB2417284
GB	Information Storage Media	DB	209601.4	2375344
GB	Security Device and Transponder	DB	3762792.4	1532336
GB	Apparatus For Holding A Compact Disk	DB	97916538.8	896719
GB	Apparatus for Holding CD (Yin Yang Button)	DB	2055033	2055033
GB	Information Storage Media Holder with Security Feature	DB	3004959	3004959
GB	IMPROVED DISC HOLDER	DB	1974509	1338011
GB	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	27553.7	2369348
GB	SECURITY HUB	DB	420510	GB2418199
GB	Security Apparatus	DB	5746761.5	1766627
GB	Wide Capacity Booklet Clip	DB	412116.6	2414508
GB	Security Device for Information Storage Media Holder	DB	3004960	3004960
HK	Security Device for an Information Storage Media Holder	DB	0110756.6M00 2	0110756.6M00 2
HK	Security Device for an Information Storage Media Holder	DB	0110756.6M00 3	0110756.6M00 3
HK	Security Device for an Information Storage Media Holder	DB	0110756.6M00 4	0110756.6M00 4
HK	Security Device for an Information Storage Media Holder	DB	0110756.6M00 5	0110756.6M00 5
HK	Security Device for an Information Storage Media Holder	DB	0110756.6M00 1	01107561(M)
HK	APPARATUS FOR HOLDING A COMPACT DISK	DB	96001676	HK0961867
ID	Security Device for an Information Storage Media Holder	DB	A00200100084	ID 0 000 160
IE	Apparatus For Holding A Compact Disk	DB	1122491.2	1170748
IE	Security Device and Transponder	DB	3762792.4	1532336
IE	Apparatus For Holding A Compact Disk	DB	97916538.8	896719
IE	APPARATUS FOR HOLDING A COMPACT DISK	DB	95936021.5	789914
IE	IMPROVED DISC HOLDER	DB	1974509	1338011
IL	Security Device for an Information Storage Media Holder	DB	35129	35129
IN	IMPROVED DISC HOLDER	DB	380/KOLNP/2 003	219356
IN	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	471/KOLNP/2 003	240586

Country	Inv. Title	Owner	App Number	Pat Number
IT	Security Device for an Information Storage Media Holder	DB	M12001/0000385	83176
IT	Compact Disc Holder	DB	M1960000240	71775
JP	Apparatus For Holding A Compact Disk	DB	2006-308328	4364898
JP	Disc Holder 3	DB	962996	1060613
JP	Apparatus For Holding A Compact Disk	DB	9-538651	4361607
JP	APPARATUS FOR HOLDING A COMPACT DISK	DB	8-515136	2863317
JP	IMPROVED DISC HOLDER	DB	2002-535129	3874722
JP	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	2002-541683	4122220
JP	Apparatus for Unlocking Security Device for Retail Merchandise	DB	2004-11848	1242031
JP	Box for Compact Discs	DB	2004-14638	1234287
MX	Security Device for an Information Storage Media Holder	DB	PA/F/2001/000554	16294
MY	Security Device for an Information Storage Media Holder	DB	90303401	MY01-00261
NO	Security Device for an Information Storage Media Holder	DB	20010313	77.295
NZ	Security Device for an Information Storage Media Holder	DB	401752	401752
PH	Security Device for an Information Storage Media Holder	DB	3-2001-00266	3-2001-00266
PL	Security Device for an Information Storage Media Holder	DB	W-21717	NR2614
PL	APPARATUS FOR HOLDING A COMPACT DISK	DB	P319981	179685
PL	IMPROVED DISC HOLDER	DB	P360144	199179
PL	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	P3616655	199897
PL	Security Apparatus	DB	5746761.5	1766627
PT	Security Device for an Information Storage Media Holder	DB	30340	30340
RU	IMPROVED DISC HOLDER	DB	2003113332	2297050
RU	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	2003117079	2294567
SE	IMPROVED DISC HOLDER	DB	1974509	1338011
SG	Security Device for an Information Storage Media Holder	DB	D2001/643/I	D2001/643/I
SK	Security Device for an Information Storage Media Holder	DB	PVZ114-2001	26404
US	Compact Disc Holder	DB	29/074145	D422428
US	Apparatus For Holding A Compact Disk	DB	09/180073	6502694
US	Compact Disc Holder	DB	29/115596	D441212
US	Apparatus For Holding A Compact Disk	DB	10/137372	7143894
US	Compact Disc Holder	DB	29/132295	D466330
US	Apparatus For Holding A Compact Disk	DB	11/464548	7422103
US	Compact Disc Holder	DB	29/132237	D465672
US	Compact Disc Holder	DB	29/133406	D493300
US	Compact Disc Holder	DB	29/074145	D422428

Country	Inv. Title	Owner	App Number	Pat Number
US	Security Device for an Information Storage Media Holder	DB	29/142204	D468621
US	Injection Molded Container	DB	29/146503	D469253
US	Disk Holder (Tuck Under Cover)	DB	29/115792	D437505
US	Security Device and Transponder	DB	11/027938	7315253
US	Container with Information Display	DB	10/160677	6935494
US	IMPROVED DISC HOLDER	DB	10/399052	7246702
US	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	10/416767	7404484
US	Apparatus for Unlocking Security Device for Retail Merchandise	DB	29/203790	D523732
US	CONTAINER WITH RETAINING ARM FOR HOLDING MEDIA DISC	DB	29/217492	D567003
US	Apparatus for Holding a Compact Disk	DB	09/954535	6863176
US	Box for Compact Discs	DB	29/205841	D525069

PATENT APPLICATIONS

Country	Status	Inv. Title	Owner	App Number
AU	Pending	SECURITY HUB	DB	2005283921
BR	Published	IMPROVED DISC HOLDER	DB	PI0114612-2
BR	Published	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	PI0115236-0
BR	Published	SECURITY HUB	DB	PI0515299-2
CA	Pending	SECURITY HUB	DB	2580482
CA	Granted	Apparatus for Unlocking Security Device for Retail Merchandise	DB	106592
CA	Granted	Box for Compact Discs	DB	106858
EP	Published	INJECTION MOLDED CONTAINER	DB	6726389.7
EP	Published	Apparatus for Releasing Magnetic Security Device	DB	4768894
EP	Published	SECURITY DEVICE FOR INFORMATION STORAGE MEDIA	DB	1982604.9
EP	Published	SECURITY HUB	DB	5782875.8
EP	Published	Wide Capacity Booklet Clip	DB	5858502.7
EP	Published	INJECTION MOLDED CONTAINER	DB	6022069.6
IN	Pending	Security Device for an Information Storage Media Holder	DB	185614
JP	Published	Folded Multiple Disk Box (Fox Box)	DB	2007-517455
SE	Pending	Security Device for an Information Storage Media Holder	DB	10906
TW	Pending	Security Device for an Information Storage Media Holder	DB	90303401
US	Pending	Compact Disc Holder	DB	29/183174
US	Published	Apparatus for Releasing Magnetic Security Device	DB	10/540326

Country	App. Status	Inv. Title	Owner	App Number
US	Published	SECURITY HUB	DB	11/663007
US	Published	Security Apparatus	DB	11/569782
US	Published	Wide Capacity Booklet Clip	DB	11/569786
US	Published	INJECTION MOLDED CONTAINER	DB	10/590981
US	Pending	Twin Disc Tray Concept	DB	29/299043
GB	Pending	RED TAG MULTI DISC BOX UP TO 24 DISC 61MM DEPTH	DB	919492.9

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated November 4, 2010, is by and between DUBOIS LIMITED, a limited company formed under the laws of England and Wales ("Debtor"), with its chief executive office at Units 2 & 3 Slough Interchange, Whittenham Close, Slough, Berkshire, UK SL2 5EP, and RBS INVOICE FINANCE LIMITED, in its capacities as agent and security agent (in such capacities, together with any successor or replacement agent, "Security Agent") appointed as such under the Facilities Agreement (as defined below) for and on behalf of each of the Secured Parties (as defined in the Facilities Agreement), having an office at 1st Floor, 280 Bishopsgate, London, EC2M 4RB England.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Security Agent and the parties to the Facilities Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Security Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to AGI Media UK Limited, a limited company formed under the laws of England and Wales ("UK Holdco"), Debtor and AGI Media Packaging Europe Limited, a limited company formed under the laws of England and Wales ("AGI Media Europe"; together with UK Holdco and Debtor, each individually a "Borrower" and collectively, "Borrowers"), as set forth in the European ABL Facilities Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers party to the Facilities Agreement as guarantors (each individually a "Guarantor" and collectively, "Guarantors"), Security Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Facilities Agreement"), and the other Finance Documents (as defined in the Facilities Agreement);

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of the Secured Liabilities (as defined in the Facilities Agreement) of Borrowers to Security Agent and the Secured Parties as set forth in the Facilities Agreement and the other Finance Documents; and

WHEREAS, in order to induce Security Agent and Lenders to enter into the Facilities Agreement and the other Finance Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Security Agent certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Secured Liabilities, Debtor hereby grants to Security Agent, for itself and on behalf of the Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's patents and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, patents, and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents, and all reissues, divisions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Patents, (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Security Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Security Agent's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. Secured Liabilities Secured. The security interest, lien and other interests granted to Security Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Secured Liabilities.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Security Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Liabilities are outstanding):

(a) Debtor shall pay and perform all of the Secured Liabilities according to their terms.

(b) To Debtor's knowledge, all of the existing Patents are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title to the Patents, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Patents including, without limitation, the filing of any renewal affidavits and applications, except, in

each case, as could not reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Facilities Agreement and the other Finance Documents, (ii) the security interests permitted under the Facilities Agreement and the other Finance Documents, and (iii) the licenses permitted under Section 3(c) below.

(c) Debtor shall not (i) assign, sell, mortgage, transfer, pledge, grant a security interest in or lien upon, encumber or otherwise dispose of any of the Patents, in each case without the prior written consent of Security Agent, except as otherwise permitted herein or in the Facilities Agreement and the other Finance Documents and (ii) grant an exclusive or non-exclusive license relating to the Patents except in the Ordinary Course of Business. Nothing in this Agreement shall be deemed a consent by Security Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Security Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Security Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Security Agent or as otherwise determined by Security Agent. Debtor further authorizes Security Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to its knowledge Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any exclusive licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Security Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Security Agent's exercise of the rights and remedies granted to Security Agent hereunder.

(g) Security Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder to preserve, defend, protect, maintain, record or enforce the Secured Liabilities, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Security Agent for any such payment, which payment shall be deemed an advance by Security Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Secured Liabilities set forth in the Facilities Agreement and shall be part of the Secured Liabilities secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation in part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation in part application in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or patent applications used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Security Agent, Debtor shall promptly execute and deliver to Security Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Security Agent to evidence the security interest in and conditional assignment of such Patent in favor of Security Agent.

(i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Patent if (i) such Patents is no longer used or useful in the business of Debtor or any of its Affiliates or Subsidiaries or (ii) such Patent is not otherwise material to the business of Debtor or any of its Affiliates or Subsidiaries, in any respect. Debtor shall notify Security Agent promptly after any application, registration, or recording with respect to the Patents has been become abandoned, canceled, invalidated or avoided.

(j) Debtor shall render any assistance to Security Agent, as Security Agent shall determine is reasonably necessary, in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor's exclusive property and to protect Security Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as would have a Material Adverse Effect, to Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Security Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Security Agent hereunder and (ii) there has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Security Agent if Debtor (or any Affiliate or Subsidiary thereof) learns of any use by any person of any process or product which infringes on any Patent. If requested by Security Agent, Debtor, at Debtor's expense, shall join with Security Agent in such action as Security Agent, in Security Agent's discretion, may deem reasonably advisable for the protection of Security Agent's interest in and to the Patents.

4. Events of Default. The occurrence or existence of any Event of Default under the Facilities Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Security Agent or any of the other Secured Parties, whether provided under this Agreement, the Facilities Agreement, the other Finance Documents, applicable law or otherwise, Security Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Security Agent may require that neither Debtor nor any Affiliate or Subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Security Agent may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Security Agent by Debtor or any Subsidiary or Affiliate of Debtor or for such other reason as Security Agent may determine.

(b) Security Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Security Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Security Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Security Agent shall have the power to buy the Collateral or any part thereof, and Security Agent shall also have the power to execute assurances and perform all other acts which Security Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Security Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Security Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Security Agent and the other Secured Parties have no obligation to preserve rights to the Patents against any other parties.

(e) Security Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Security Agent. Thereafter, Security Agent shall apply any remaining proceeds to the Secured Liabilities in such order and manner as set forth in the Facilities Agreement. Debtor shall remain liable to Security Agent and any of the other Secured Parties for any of the Secured Liabilities remaining unpaid after the application of such proceeds, and Debtor

shall pay Security Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Secured Liabilities set forth in the Facilities Agreement.

(f) Debtor shall supply to Security Agent or to Security Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Security Agent or any other Secured Party to take any such action at any time. All of Security Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Finance Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Security Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Security Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Security Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Finance Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Finance Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Security Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Security Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Security Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURITY AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR (ii) IN ANY WAY

CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURITY AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURITY AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURITY AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURITY AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Security Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Security Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Security Agent or such of the other Secured Parties. In any such litigation, Security Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Finance Documents.

7. Miscellaneous.

(a) All notices, requests and other communications provided for hereunder shall be given in the form and manner and delivered to Debtor and Security Agent at their respective addresses specified in the Facilities Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Facilities Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Security Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Facilities Agreement or is cured in a manner satisfactory to Security Agent. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Finance Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Security Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

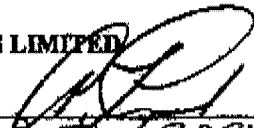
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Security Agent. Neither Security Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Security Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Security Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Security Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Security Agent have executed this Agreement as of the day and year first above written.

DUBOIS LIMITED


By: 
Name: A. T. GARNISH
Title: PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to UK Patent Collateral Assignment and Security Agreement - Dubois]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

RBS INVOICE FINANCE LIMITED, as Security
Agent

By: 
Name: Christopher John Hargreaves
Title: Head of Portfolio Risk Management

[Signature Page to UK Patent Collateral Assignment and Security Agreement - Dubois]

EXHIBIT B
TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.

EXHIBIT C
TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (PATENTS)

_____) ss.:
_____) ss.:
_____)

KNOW ALL MEN BY THESE PRESENTS, that DUBOIS LIMITED ("Debtor"), with its chief executive office at Units 2 & 3 Slough Interchange, Whittenham Close, Slough, Berkshire, UK SL2 5EP, hereby appoints and constitutes, severally, RBS INVOICE FINANCE LIMITED, in its capacities as agent and security agent (in such capacities, together with any successor or replacement agent, "Security Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Security Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Security Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Security Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Secured Liabilities", as such term is defined in the Security Agreement, are paid in full in cash and the Security Agreement is terminated in writing by Security Agent.

Dated: _____, 2010

DUBOIS LIMITED

By: _____
Name: _____
Title: _____

_____))
_____)) ss.:
_____)

On this __ day of _____, 2010, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of DUBOIS LIMITED, the limited company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said limited company.

Notary Public