

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Blitz U.S.A., Inc.	02/04/2011
RECEIVING PARTY DATA	
Name:	BOKF, NA, d/b/a Bank of Oklahoma
Street Address:	One Williams Center
Internal Address:	Bank of Oklahoma Tower-8th Floor
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74172
PROPERTY NUMBERS Total: 38	
Property Type	Number
Patent Number:	D377698
Patent Number:	D379292
Patent Number:	D388681
Patent Number:	D388569
Patent Number:	D433635
Patent Number:	D434328
Patent Number:	D422674
Patent Number:	D423357
Patent Number:	7040461
Patent Number:	D493408
Patent Number:	D500979
Patent Number:	7000740
Patent Number:	D502139
Patent Number:	D524222

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PATENT
REEL: 025756 FRAME: 0969

OP \$1520.00 D377698

Patent Number:	D525007
Patent Number:	5503246
Patent Number:	D555439
Patent Number:	D554230
Patent Number:	D615111
Patent Number:	D608520
Application Number:	12489953
Patent Number:	D567471
Patent Number:	D483967
Patent Number:	D557537
Patent Number:	D439422
Patent Number:	D452783
Patent Number:	D458475
Patent Number:	D458474
Patent Number:	D464219
Patent Number:	D476494
Patent Number:	D416424
Patent Number:	D419814
Patent Number:	6189965
Patent Number:	6327830
Patent Number:	7089975
Patent Number:	6863098
Patent Number:	5483715
Application Number:	11868817

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

07444-00418

NAME OF SUBMITTER:

Debra L. Pascoe, ACP

PATENT
REEL: 025756 FRAME: 0970

Total Attachments: 6

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**SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST
(PATENTS)
(Blitz U.S.A., Inc.)**

THIS SECURITY AGREEMENT/NOTICE OF SECURITY INTEREST (PATENTS) (this "Agreement") entered into as of February 4, 2011, is made by BLITZ U.S.A., INC., an Oklahoma corporation (the "Grantor") in favor of BOKF, NA, d/b/a Bank of Oklahoma (the "Administrative Agent") for the benefit of the Lenders (as defined below).

WHEREAS, Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Exhibit 1, which patents are issued or applied for in the United States Patent and Trademark Office, as more fully set forth on Exhibit 1 (the "Patents"); and

WHEREAS, pursuant to the First Amended and Restated Credit Agreement dated as of even date herewith (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") among Blitz Acquisition, LLC, a Delaware LLC, Grantor, Blitz RE Holdings, LLC, a Delaware LLC, and F3 Products, Inc., a Delaware corporation, as borrowers (the "Borrowers"), and the lenders party thereto (each a "Lender" and collectively, the "Lenders"), the Administrative Agent, have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers have entered into a Security Agreement dated as of even date with the Credit Agreement (the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Patents and the applications and reissues, continuations, extensions, and reexaminations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the Obligations (as described in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Obligations.

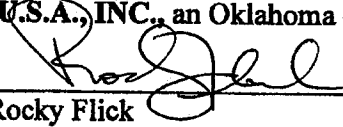
In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Blitz U.S.A., Inc., has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

BLITZ U.S.A., INC., an Oklahoma corporation

By


Rocky Flick

President and Chief Executive Officer

STATE OF Oklahoma)
COUNTY OF Ottawa) ss.

This instrument was acknowledged before me this 4th day of February, 2011, by Rocky Flick, President and Chief Executive Officer of BLITZ U.S.A., Inc., an Oklahoma corporation.


Notary Public

My Commission # 04002228 expires: 3/09/2012

[SEAL]

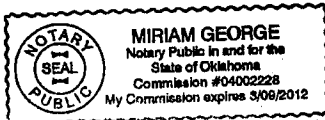


EXHIBIT 1 TO SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST**US UTILITY AND DESIGN PATENTS/PATENT APPLICATIONS**

COUNTRY	TITLE	STATUS	APP. NO/DATE PATENT NO./DATE
U.S.	CLEANING TOOL	Issued	Ser. No. 29/048127 Filed: 12/21/1995 Patent No. D377698 Issued: 01/28/1997
U.S.	FOLDABLE SAW	Issued	Ser. No. 29/052773 Filed: 04/05/1996 Patent No. D379292 Issued: 05/20/1997
U.S.	SCREWDRIVER	Issued	Ser. No. 29/055908 Filed: 06/17/1996 Patent No. D388681 Issued: 01/06/1998
U.S.	CLEANING TOOL	Issued	Ser. No. 29/060180 Filed: 09/24/1996 Patent No. D388569 Issued: 12/30/1997
U.S.	FUEL CONTAINER	Issued	Ser. No. 29/104948 Filed: 11/14/2000 Patent No. D433635 Issued: 11/14/2000
U.S.	FUEL CONTAINER	Issued	Ser. No. 29/104952 Filed: 05/17/1999 Patent No. D434328 Issued: 11/28/2000
U.S.	FUNNEL	Issued	Ser. No. 29/106080 Filed: 06/10/1999 Patent No. D422674 Issued: 04/11/2000
U.S.	ROTATING SPOUT FOR LIQUID CONTAINERS	Issued	Ser. No. 29/106243 Filed: 06/14/1999 Patent No. D423357 Issued: 04/25/2000
U.S.	WHEEL CHOCK	Issued	Ser. No. 10/605556 Filed: 09/08/2003 Patent No. 7040461 Issued: 05-09-2006
U.S.	ORNAMENTAL WHEEL CHOCK	Issued	Ser. No. 29/191505 Filed: 10-08-2003 Patent No. D493408 Issued: 07-27-2004

COUNTRY	TITLE	STATUS	SER. NO./DATE FILED/ISSUED/DATE
U.S.	ORNAMENTAL WHEEL CHOCK	Issued	Ser. No. 29/204821 Filed: 05-03-2004 Patent No. D500979 Issued: 01-18-2005
U.S.	COMBINATION TANDEM AXLE WHEEL CHOCK AND TRAILER TONGUE STAND	Issued	Ser. No. 10/710514 Filed: 07-16-2004 Patent No. 7000740 Issued: 02-21-2006
U.S.	COMBINATION TANDEM AXLE WHEEL CHOCK AND TRAILER TONGUE STAND	Issued	Ser. No. 29/209458 Filed: 07-16-2004 Patent No. D502139 Issued: 02-22-05
U.S.	COMBINATION TANDEM AXLE WHEEL CHOCK AND TRAILER TONGUE STAND	Issued	Ser. No. 29/216824 Patent No. D524222 Issued: 07-04-2006
U.S.	MECHANIC'S CREEPER	Issued	Ser. No. 29/228123 Filed: 04-20-2005 Patent No. D525007 Issued: 07-11-2006
U.S.	CRANKCASE OIL DRAIN PAN	Issued	Ser. No. 08/372764 Filed: 01-13-1995 Patent No. 5503246 Issued: 04-02-1996
U.S.	FUNNEL	Issued	Ser. No. 29/249866 Filed: 10-24-2006 Patent No. D555439 Issued: 11-20-2007
U.S.	OIL RECYCLING CAN	Issued	Ser. No. 29/249868 Filed: 10-24-2006 Patent No. D554230 Issued: 10-30-2007
U.S.	FUEL CAN SPOUT	Pending	Ser. No. 11/868817 Filed: 10-08-2007
U.S.	OIL DRAIN CONTAINER	Issued	Ser. No. 29/278602 Filed: 04-03-2006 Patent No. D615111 Issued: 05-04-2010
U.S.	RIDING MOWER RAMP	Issued	Ser. No. 29/326559 Filed: 10-20-2008 Patent No. D608520 Issued: 01-19-2010
U.S.	RIDING MOWER RAMP	Pending	Ser. No. 12/489953 Filed: 6-23-2009
U.S.	VEHICLE RAMP	Issued	Ser. No. 29/274421 Filed: 04-23-2007 Patent No. D567471 Issued: 04-22-2008

COUNTRY	TITLE	STATUS	SER. NO./DATE FILED/PATENT NO./ISSUED
U.S.	WORKBENCH SUPPORT LEG	Issued	Ser. No. 29/159528 Filed: 04-24-2002 Patent No. D483967 Issued: 12-23-2003
U.S.	SPACE SAVING SHELF LINK	Issued	Ser. No. 29/248506 Filed: 08-18-2006 Patent No. D557537 Issued: 12-18-2007
U.S.	CONVERTIBLE BENCH AND TABLE	Issued	Ser. No. 29/120306 Filed: 03-17-2000 Patent No. D439422 Issued: 03-27-2001
U.S.	TABLE LEG	Issued	Ser. No. 29/137156 Filed: 02-15-2001 Patent No. D452783 Issued: 01-08-2002
U.S.	CHAIR SIDE SUPPORT	Issued	Ser. No. 29/137154 Filed: 02-15-2001 Patent No. D458475 Issued: 06-11-2002
U.S.	TABLE	Issued	Ser. No. 29/150124 Filed: 11-07-2001 Patent No. D458474 Issued: 06-11-2002
U.S.	TABLE LEG	Issued	Ser. No. 29/146342 Filed: 08-09-2001 Patent No. D464219 Issued: 10-15-2002
U.S.	CHAIR	Issued	Ser. No. 29/155733 Filed: 02-19-2002 Patent No. D476494 Issued: 07-01-2003
U.S.	SHELF LINK	Issued	Ser. No. 29/091633 Filed: 08-03-1998 Patent No. D416424 Issued: 11-16-1999
U.S.	SHELF LINK	Issued	Ser. No. 29/103042 Filed: 04-07-1999 Patent No. D419814 Issued: 02-01-2000
U.S.	CONVERTIBLE BENCH AND TABLE ASSEMBLY	Issued	Ser. No. 09/527459 Filed: 03-17-2000 Patent No. 6189965 Issued: 02-20-2001
U.S.	STRUCTURAL MEMBER WITH ALIGNING MEANS FOR A MATING PART	Issued	Ser. No. 09/455309 Filed: 12-06-1999 Patent No. 6327830 Issued: 12-11-2001

COUNTRY	TITLE	STATUS	SERIAL NO./DATE PATENT NO./DATE
U.S.	COMBINATION TANDEM AXLE WHEEL CHOCK AND TRAILER TONGUE STAND	Issued	Ser. No. 29/216824 Filed: 11-09-2004 Patent No. D502139 Issued: 07-04-2006
U.S.	SELF VENTING SPOUT	Issued	Ser. No. 11/250077 Filed: 6-2-2003 Patent No. 7089975 Issued: 8-15-2006
U.S.	SELF VENTING SPOUT	Issued	Ser. No. 10/708088 Filed: 02-06-2004 Patent No. 6863098 Issued: 03-08-2005
U.S.	VEHICLE SERVICE RAMP	Issued	Ser. No. 08/224759 Filed: 04-08-1994 Patent No. 5483715 Issued: 01-16-1996