

05/09/2011



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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)

OGDEN & COMPANY, INC

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

2. Name and address of receiving party(ies)

Name: THE CADLE COMPANY II, INC

Internal Address _____

Street Address: 100 NORTH CENTER STREET

City: NEWTON FALLS

State OHIO

Country USA Zip 44444

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

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

Execution Date(s) DECEMBER 16, 2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- 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)

B Patent No.(s)

5,708,985 AND D392,795

Additional numbers attached? Yes No

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

Name KATHY SABOL

Internal Address _____

Street Address 100 NORTH CENTER STREET

City: NEWTON FALLS

State OHIO Zip: 44444

Phone Number (330) 872-0918, EXT 3246

Fax Number (330) 872-5367

Email Address kathy.sabol@cadleco.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 05/09/2011 KNDUYEN1 80000033 5700905

Authorized User Name _____ 00.00

9. Signature:

Kathy Sabol

Signature

5/4/11

Date

KATHY SABOL

Name of Person Signing

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

10

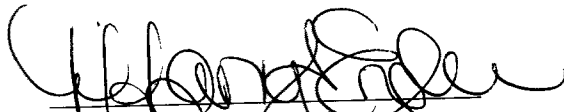
AMENDED
ASSIGNMENT OF SECURITY AGREEMENT

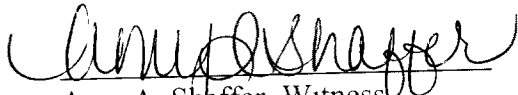
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FIFTH THIRD BANK**, located at 111 Lyon Street, NW, Grand Rapids, Michigan 49503 (hereinafter the "Assignor"), hereby transfers, assigns and conveys without recourse and without any representations or warranties, express or implied except as set forth that certain accounts sale agreement dated as of December 27, 2005, unto **THE CADLE COMPANY II, INC.**, located at 100 North Center Street, Newton Falls, Ohio 44444 (hereinafter the "Assignee"), all of Assignor's right, title and interest, if any, in that certain Collateral Assignment of Patents (Security Agreement), dated January 29, 1999, together with all extensions, modifications, renewals and applications for renewal if any, executed and given by Ogden & Company, Inc., an Ohio corporation as Debtor to Fifth Third Bank an Ohio banking corporation as Secured Party. Said Security Agreement grants Fifth Third Bank a security interest in **U.S. Patent Number 5,708,985**, Serial Number 08747333; **U.S. Patent Number D392795**, Serial Number 29059897, recorded on August 31, 1999 under Reel 010206, Frame 0503 with the Assignment Division of the U.S. Patent and Trademark Office, Washington, D C. See Exhibit "A" for a copy of said Security Agreement, attached hereto and incorporated herein by reference.

THIS AMENDED ASSIGNMENT OF SECURITY AGREEMENT REPLACES AND AMENDS THE PREVIOUS ASSIGNMENT RECORDED ON DECEMBER 5, 2007 WITH THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE, WASHINGTON, D.C. UNDER REEL 020218, FRAME 0166, REFLECTING THE SECURITY AGREEMENT DATE BEING JANUARY 29, 1999 AND NOT APRIL 25, 2003 WITHIN THE BODY OF THE ASSIGNMENT.


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In witness whereof, the undersigned has hereunto set its hand by its duly authorized officer this 16th day of December, 2009.


Tiffany A. Engler, Witness


Amy A. Shaffer, Witness

FIFTH THIRD BANK, BY THE CADLE COMPANY II, INC., ITS ATTORNEY-IN-FACT, BY LIMITED POWER OF ATTORNEY DATED JANUARY 9, 2009 AND RECORDED ON JANUARY 21, 2009 WITH THE TRUMBULL COUNTY RECORDER, OHIO UNDER INSTRUMENT NO. 200901210001184.

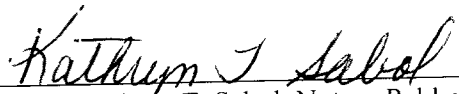
By: 
William E. Shaulis
Its: Executive Vice President

STATE OF OHIO

COUNTY OF TRUMBULL

Before me, a Notary Public in and for said County and State, personally appeared William E. Shaulis who under penalty of perjury in violation of Section 2921.11 of the Revised Code represented to me to be said person and who signed the foregoing Instrument and acknowledged the same as his voluntary act and deed.

Executed this 16th day of December, 2009.


Kathryn T. Sabol, Notary Public

PREPARED BY AND RETURN TO
The Cadle Company II, Inc
100 North Center Street
Newton Falls, OH 44444-1321
(330) 872-0918, Attn: Kathy Sabol
Debtor: Ogden & Company, Inc
Our File No: 02930284
\\IBM_A\FVOL1\SECURE USERS\Kathy_Sabol\Assignments\0293-Fifth Third Bank\02930284-Amended AP-b.doc



Kathryn T. Sabol
Resident Trumbull County
Notary Public, State of Ohio
My Commission Expires 03/26/2013

COLLATERAL ASSIGNMENT OF PATENTS
(SECURITY AGREEMENT)

COLLATERAL ASSIGNMENT OF PATENTS (SECURITY AGREEMENT) dated as of January 29, 1999, between **OGDEN & COMPANY, INC.**, an Ohio corporation ("Assignor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Assignee")

WITNESSETH.

WHEREAS, Assignee has delivered to Assignor a Revolving Note of even date herewith (the "Note"), pursuant to which Assignee has agreed to make certain Loans (as defined in the Note) to Assignor, subject to the terms and provisions of the Note; and

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, all the United States patents, registrations and applications for the protection of inventions or designs, set forth on Schedule A hereto (the "Patents"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Note) to Assignee, Assignor wishes to grant to Assignee a security interest in, but not limited to, the Patents and the goodwill and certain other assets with respect to the Patents as further set forth herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations and to evidence further the security interest granted to the Assignee pursuant to the Note, Assignor hereby assigns, sells, transfers, quitclaims, conveys, and grants to Assignee a security interest in all of Assignor's right, title, and interest in:

- (a) the Patents;
- (b) all patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor, whether in the United States or any foreign country, including without limitation those which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents"),
- (c) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents,
- (d) all rights to sue for past, present, and future infringements of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Patents and Future Patents;

(f) all licenses and other agreements relating to the Patents and Future Patents and the use thereof;

(g) except for that intellectual property described in a certain Grant of Security Interest in Trademarks (Security Agreement) between Assignor and Assignee of even date herewith, all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the Collateral.

AND Assignor hereby covenants with Assignee as follows.

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to the Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties as to Domestic Patents. Assignor represents and warrants to Assignee that: Assignor is the owner of and has good, indefeasible, and merchantable title to each of the Domestic Patents; the Domestic Patents are subsisting and no part thereof has been adjudicated invalid or unenforceable, in whole or in part; each Domestic Patent is valid and, if granted and registered, enforceable; the Domestic Patents are the only United States patents in which Assignor has any or all right, title and interest; except as set forth on Schedule B hereto, none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license or encumbrance; and, when this Assignment is filed in the United States Patent and Trademark Office and the Assignee has taken the other actions contemplated by the Note with respect to the filing of Uniform Commercial Code financing statements, this Assignment will create a legal and valid perfected and continuing lien on and security interest in the Collateral, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Assignor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all items of Collateral. Without limiting the generality of the foregoing, Assignor shall not permit the abandonment of any application for any

of the Patents and Future Patents or the expiration prior to the end of the maximum term provided by applicable law of any Patent or Future Patent without the written consent of Assignee. If before the Obligations have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Assignor shall give Assignee prompt notice thereof in writing.

4. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Note shall occur and be continuing, Assignor shall retain all right, title, and interest, both legal and equitable, in and to the Collateral and shall have the right to use the Collateral and make, use and sell the inventions disclosed and claimed in the Patents and Future Patents in the ordinary course of its business, subject to the terms and covenants of the Note and this Assignment.

5. Remedies Upon Default. Whenever any Event of Default under, and as defined in, the Note shall occur and be continuing, Assignor's rights pursuant to the previous section hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Note, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Note with respect to the disposition of Collateral as defined in the Note. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Future Patents. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignor hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sublicense any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located, subject to subsisting licenses set forth on Schedule B.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Note or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Assignment may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee. Assignor hereby authorizes Assignee to modify this Assignment by amending the Schedules hereto to include any Future Patents.

8. Waiver of Rights. No course of dealing between or among any parties to this Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignee.

10. Further Acts. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any applications for the Patents and Future Patents pending as of the date of this Assignment or thereafter, until the Obligations shall have been paid in full, to make applications on unpatented or unregistered but patentable or registrable inventions beneficial for use in the ordinary course of Assignor's business, in any location where Assignor does business, and to preserve and maintain all rights in the Patents. Any expenses incurred in connection with such applications shall be borne by Assignor. The Assignor shall not abandon any right to file a patent application or registration, nor abandon any pending patent application or registration without the written consent of the Assignee.

11. Enforcement. Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and Future Patents and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section.

12. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

13. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed by the Notices section of the Note.

14. Governing Law; Jurisdiction. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the domestic laws of the State of Ohio. Assignor agrees that the state and federal courts in Hamilton County, Ohio or any other court in which Assignee initiates proceedings have exclusive jurisdiction over all matters arising out of this Assignment, and that service of process in any such proceeding

shall be effective if mailed to Assignor at its address described in the Notices section of this Assignment. ASSIGNEE AND ASSIGNOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the date first above written.

OGDEN & COMPANY, INC.

By:

Title:

J. Michael Ogden
PRESIDENT

FIFTH THIRD BANK

By:

Title:

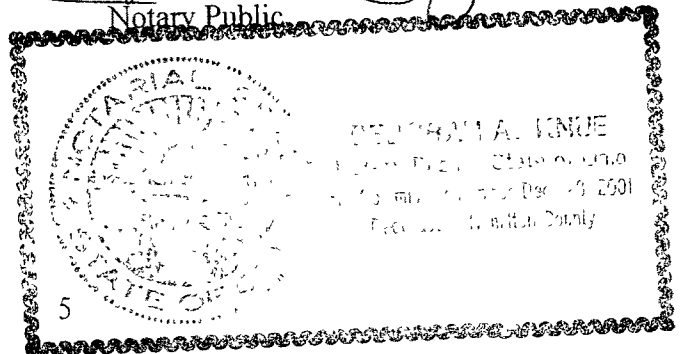
Donna Stiens
ASSISTANT VICE PRESIDENT

STATE OF Ohio)
COUNTY OF Hamilton) ss:

BEFORE ME, a Notary Public, in and for said State, personally appeared J. Michael Ogden a officer of Ogden & Company, Inc., a corporation, who acknowledged that he/she did sign the Collateral Assignment of Patents and that the same is his/her free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of June, 1999.

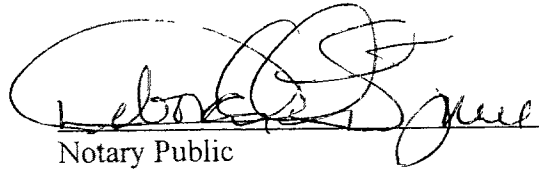
Helene D. Jones
Notary Public



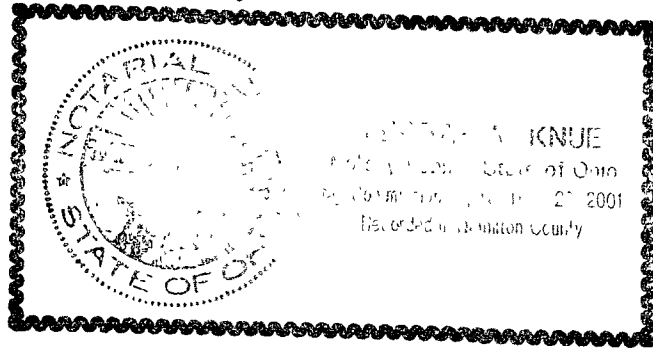
STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public, in and for said State, personally appeared DONNA STICUS an OFFICER of Fifth Third Bank, a corporation, who acknowledged that he/she did sign the Collateral Assignment of Patents and that the same is his/her free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of JUNE, 1999.



Notary Public



SCHEDULE A

Domestic Patents

NAME OF PATENT	PATENT NUMBER
Enhanced Frictional Engagement Sock	5,708,985
Sock	Des. 392,795