

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT COLLATERAL AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
CARRAND COMPANIES, INC.	06/03/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	PENFUND CAPITAL FUND III LIMITED PARTNERSHIP
<b>Street Address:</b>	390 Bay Street
<b>Internal Address:</b>	Suite 1720
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 2Y2

**PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	5864913
Patent Number:	D455561
Patent Number:	6257786
Patent Number:	6438797
Patent Number:	6517119
Patent Number:	D465929
Patent Number:	6536971
Patent Number:	7028375
Patent Number:	7216414
Patent Number:	6990705
Patent Number:	D547011
Patent Number:	D554315
Patent Number:	7510128
Patent Number:	7631385

**OP \$720.00 5864913**

Application Number:	12099645
Application Number:	11421528
Patent Number:	D618867
Patent Number:	D618868

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	1129821(SA/PAT/CAR)
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NAME OF SUBMITTER:	Sofia Aguilar
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Total Attachments: 5  
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**PATENT COLLATERAL AGREEMENT - CARRAND**

This 3<sup>rd</sup> day of June, 2011, Carrand Companies, Inc., a California corporation (the "Debtor"), with its principal place of business and mailing address at 1225 E. Artesia Blvd., Carson, CA 90746, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Penfund Capital Fund III Limited Partnership ("Penfund"), with its mailing address at Suite 1720, 390 Bay Street, Toronto, ON M5H 2Y2 (Attention: Richard Bradlow) and to its successors and assigns (Penfund together with such successors and assigns being hereinafter referred to as the "Lender"), and grants to the Lender a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Second Lien Security Agreement dated June 3, 2011 (the "Security Agreement"), by and among the Debtor, the other debtors from time to time party thereto, and the Lender, as the same may be amended, modified, or restated from time to time.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

**CARRAND COMPANIES, INC.**

By: \_\_\_\_\_

Name: Bradley T. Kraft

Title: President


[SIGNATURE PAGE – CARRAND PATENT COLLATERAL AGREEMENT]

**PATENT**  
**REEL: 026410 FRAME: 0321**

Accepted and agreed to as of the date and year first above written.

**PENFUND CAPITAL FUND III LIMITED  
PARTNERSHIP, as Lender**

By: its general partner, PENFUND CAPITAL  
PARTNERS INC.

By:   
\_\_\_\_\_  
Name: Richard Bradlow  
Title: Director

**SCHEDULE A  
TO CARRAND COMPANIES, INC. PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

Patent	Registered Owner	Jurisdiction	Application No.	Date Filed	Patent Number	Expiration Date
Window Cleaning Squeegee (Sponge Netting Locking Assembly Squeegees)	Carrand Companies, Inc.	United States		2/17/1998	5,864,913	2/17/2018
Brush Handle (Grip Tech Brush Grip Design)	Carrand Companies, Inc.	United States		4/24/2000	D455,561	4/16/2016
Metering Device for Storage, Mixture & Release of Detergent with Water	Carrand Companies, Inc.	United States		5/11/2000	6,257,786	5/11/2020
Mop Handle with Improved Water Flow Control (Flow-Thru Handle w/3-position Water Control for Brushes)	Carrand Companies, Inc.	United States		3/15/2001	6,438,797	3/15/2021
Hose Coupling with Retainer Ring (Swivel for Flow-Thru Brushes)	Carrand Companies, Inc.	United States		3/26/2001	6,517,119	3/26/2021
Tire Cleaning Brush (Wheel & Brake Brush)	Carrand Companies, Inc.	United States		8/27/2001	D465,929	11/26/2016
Contoured Wash Mitt Assembly (Washglove)	Carrand Companies, Inc.	United States		8/31/2001	6,536,971	8/31/2021
Attachment of Metal and Plastic Parts of an Implement Handle	Carrand Companies, Inc.	United States		12/22/2004	7,028,375	12/22/2024
Method of Attaching Metal and Plastic Parts of an Implement Handle (Metal Flow-Thru Tip)	Carrand Companies, Inc.	United States		2/15/2006	7,216,414 B2	2/15/2026

Patent	Registered Owner	Jurisdiction	Application No.	Date Filed	Patent Number	Expiration Date
Multi Functional Cleaning Device having a Collapsible Handle	Carrand Companies, Inc.	United States		11/20/2004	6,990,705	11/20/2024
Dual-Sided Automotive Wash Mitt (3 in 1 Water Proof Mitt)	Carrand Companies, Inc.	United States		12/15/2006	D547,011	7/17/2021
Automotive Washing Device Handle (Design for gripper handle with applicators pads)	Carrand Companies, Inc.	United States		12/22/2006	D554,315	10/30/2021
Spray Nozzle for Cleaning Implements (Detachable Nozzle System)	Carrand Companies, Inc.	United States		10/27/2005	7,510,128	3/31/2023
Automotive Cleaning Device (Lug Nut Brush)	Carrand Companies, Inc.	United States		6/1/2006	7,631,385	8/15/2028
Water Flow Through Pole with Locking Mechanism	Carrand Companies, Inc.	United States	12/099645	4/8/2008		
Brush Head Assembly with a Three-Position Control Valve (Soap in the Head)	Carrand Companies, Inc.	United States	11/421528	6/1/2006		
6" Electrical Powered Buffer Machine Design Patent	Carrand Companies, Inc.	United States		10/22/2009	D618,867 S	6/29/2024
10" Electrical Powered Buffer Machine Design Patent	Carrand Companies, Inc.	United States		10/27/2009	D618,868 S	6/29/2024

NY1:1845997.4

RECORDED: 06/08/2011

PATENT  
REEL: 026410 FRAME: 0324