# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Anthony, Inc.	06/15/2011
Pike Machine Products, Inc.	06/15/2011
Equipment Brokers, Inc.	06/15/2011

## **RECEIVING PARTY DATA**

Name:	res Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		

## PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	D395968
Patent Number:	D404935
Patent Number:	D600529
Patent Number:	D612517
Patent Number:	5244273
Patent Number:	5301092
Patent Number:	5333355
Patent Number:	5471372
Patent Number:	5622414
Patent Number:	5645330
Patent Number:	5720540
Patent Number:	5879070
Patent Number:	5884361
	PATENT

REEL: 026465 FRAME: 0010

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Patent Number:	5895111
Patent Number:	5902034
Patent Number:	5910083
Patent Number:	5959816
Patent Number:	6010227
Patent Number:	6298615
Patent Number:	6302036
Patent Number:	6302557
Patent Number:	6343405
Patent Number:	6389993
Patent Number:	6490983
Patent Number:	6606832
Patent Number:	6606833
Patent Number:	6632100
Patent Number:	6637093
Patent Number:	6638088
Patent Number:	6641419
Patent Number:	6773130
Patent Number:	7603882
Patent Number:	7674019
Patent Number:	7731395
Application Number:	11277411
Application Number:	12195236
Application Number:	12337981

### **CORRESPONDENCE DATA**

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-969-4031

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Address Line 1: 1585 Broadway

Address Line 2: 17-19

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	11668-069 ANTHONY SEC. AG
NAME OF SUBMITTER:	Elizabeth Tavarez
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#### PATENT SECURITY AGREEMENT

THIS PATENT AGREEMENT, dated as of June 15, 2011, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Ares Capital Corporation ("<u>Ares</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

all of its Patents, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

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- (b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents.
- <u>Section 5.</u> <u>Counterparts.</u> This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security

Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Anthony, Inc. as Grantor

×.

Name: Daniel Zeddy

Title: Chief Financial Officer

Pike Machine Products, Inc.

as Grantor

Bv:

Name: Daniel Zeddy

Title: Chief Financial Officer

Equipment Brokers, Inc.

as Grantor

By:

Name: Daniel Żeddy

Title: Treasurer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION

as Administrative Agent

By:

Name:

SCOTTLIM

AUTHORIZED EXCLUSION

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

# SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

## **REGISTERED PATENTS**

Title	Country	Application Number/ Patent Number	Filing Date	Issue Date	Owner
ACCESSIBLE BALLAST	United States	08/986201 6010227	05-Dec-1997	04-Jan-2000	Anthony, Inc.
ACCESSIBLE BALLAST & BALLAST MOUNTING	Canada	2223401 CA2223401	07-Jun-1996	11-Sep-2001	Anthony, Inc.
ACCESSIBLE BALLAST AND BALLAST MOUNTING	United States	08/483245 5720540	07-Jun-1995	24-Feb-1998	Anthony, Inc.
ADJUSTABLE AUTOMATIC DOOR CLOSURE APPARATUS AND METHOD FOR USE THEREOF	United States	07/961586 5333355	15-Oct-1992	02-Aug-1994	Anthony, Inc.
APPARATUS & METHODS OF FORMING A DISPLAY CASE DOOR & FRAME	Mexico	2002/012153 236090	08-Jun-2001	21-Apr-2006	Anthony, Inc.
APPARATUS & METHODS OF FORMING A DISPLAY CASE DOOR & FRAME (Glass Unit CIP of - 310)	United States	09/877735 6606833	09-Jun-2001	19-Aug-2003	Anthony, Inc.
APPARATUS & METHODS OF FORMING A DISPLAY CASE DOOR & FRAME (Glass Unit CIP of - 310)	United States	09/877697 6606832	09-Jun-2001	19-Aug-2003	Anthony, Inc.
DISPLAY CASE DOOR	Mexico	0008599 227313	03-Mar-1999	15-Apr-2005	Anthony, Inc. (registered to Anthony International)
DISPLAY CASE DOOR	United States	29/069868 D395968	05-May-1997	14-Jul-1998	Pike Machine Products, Inc.
DISPLAY CASE LIGHTING SYSTEM WITH HOLOGRAPHIC LENS	Mexico	9409443 202491	06-Dec-1994	20-Jun-2001	Anthony, Inc.

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DISPLAY CASE WITH LENS LIGHTING	Mexico	9301419	15-Mar-1993	10-Sep-1997	Anthony, Inc.
SYSTEM		185899			
DISPLAY CASE WITH LENS LIGHTING	United States	08/163276	06-Dec-1993	11-May-1999	Anthony, Inc.
SYSTEM		5902034			
DISPLAY CASE WITH LENS LIGHTING	United States	08/032549	12-Mar-1993	05-Apr-1994	Anthony, Inc.
SYSTEM		5301092			
DISPLAY CASE WITH LENS LIGHTING	United States	08/486523	07-Jun-1995	20-Apr-1999	Anthony, Inc.
SYSTEM		5895111			
DISPLAY CASE WITH LENS LIGHTING	United States	09/294449	19-Apr-1999	16-Oct-2001	Anthony, Inc.
SYSTEM		6302557			
DOOR	United States	29/333136	03-Mar-2009	23-Mar-2010	Anthony, Inc.
		D612517			
DOOR CLOSURE MECHANISM	United States	09/166479	05-Oct-1998	05-Feb-2002	Anthony, Inc.
		6343405B1			
DOOR HOLD- OPEN DEVICE	United States	07/746321	16-Aug-1991	14-Sep-1993	Anthony, Inc.
DEVICE		5244273			
ELECTRIC DOOR LOCK SYSTEM FOR	United States	11/521983	15-Sep-2006	20-Oct-2009	Anthony, Inc.
REFRIGERATED DISPLAY CASES		7603882			
FOAM RAIL DOOR	Mexico	9301390	12-Mar-1993	27-Oct-1997	Anthony, Inc.
		186644			
FRAME FRONT OPENING RACEWAY	United States	09/165585	02-Oct-1998	09-Oct-2001	Anthony, Inc.
(FRAME FOR USE WITH REFRIGERATED		6298615			
ENCLOSURE & METHOD OF MAKING SAME)					
FREE-FORM LENSES	United States	12/126850	23-May-2008	09-Mar-2010	Anthony, Inc.
FOR RECTANGULAR ILLUMINATION	omica omico	7674019	20 1149 2000	05 1124 2010	Taratony, inc.
ZONES					
HANDLE	United States	29/333133	03-Mar-2009	22-Sep-2009	Anthony, Inc.
		D600529			
INTEGRAL SPACER FOR DOOR RAIL	United States	08/695924	12-Aug-1996	08-Jun-1999	Anthony, Inc.
TORDOOKRIID		5910083			

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LIGHTING CIRCUIT, LIGHTING SYSTEM METHOD AND APPARATUS, SOCKET ASSEMBLY, LAMP INSULATOR ASSEMBLY AND COMPONENTS	Mexico	1999/0009758 238593	21-Apr-1998	11-Jul-2006	Anthony, Inc.
LIGHTING CIRCUIT, LIGHTING SYSTEM & APPARATUS, SOCKET ASSEMBLY, LAMP INSULATOR ASSEMBLY & COMPONENTS THEREOF	United States	09/069457 6638088	28-Apr-1998	28-Oct-2003	Anthony, Inc.
LIGHTING CIRCUIT, LIGHTING SYSTEM METHOD & APPARATUS, SOCKET ASSEMBLY, LAMP INSULATOR ASSEMBLY & COMPONENTS THEREOF	United States	09/341654 6641419	19-May-1999	04-Nov-2003	Anthony, Inc.
LIGHTING CIRCUIT, LIGHTING SYSTEM METHOD & APPARATUS, SOCKET ASSEMBLY, LAMP INSULATOR ASSEMBLY & COMPONENTS THEREOF (Connexxion II & III)	United States	08/919947 6773130	29-Aug-1997	10-Aug-2004	Anthony, Inc.
LIGHTING SYSTEM & APPARATUS, SOCKET ASSEMBLY, LAMP INSULATOR ASSEMBLY & COMPONENTS THEREOF	United States	08/839125 6632100	23-Apr-1997	14-Oct-2003	Anthony, Inc.
LIGHTING SYSTEM FOR COMMERCIAL REFRIGERATOR DOORS	United States	08/163741 5471372	06-Dec-1993	28-Nov-1995	Anthony, Inc.
LINEAR LENSES FOR LEDS	United States	11/493368 7731395	26-Jul-2006	08-Jun-2010	Anthony, Inc. (registered to Anthony International)
LOUVERED LIGHTING SYSTEM	United States	08/541250 5879070	12-Oct-1995	09-Mar-1999	Anthony, Inc.

METHOD OF ASSEMBLING A DISPLAY CASE DOOR	United States	09/904195 6637093	12-Jul-2001	28-Oct-2003	Anthony, Inc.
REFRIGERATED DISPLAY CABINETS WITH IMPROVED MULLION ASSEMBLY	United States	08/719087 5645330	19-Sep-1996	08-Jul-1997	Anthony, Inc.
REFRIGERATOR DISPLAY CABINET WITH THERMALLY INSULATED PIVOTABLE WINDOW PANE	SPLAY CABINET TH THERMALLY SULATED OTABLE WINDOW		07-Jun-1993	22-Apr-1997	Anthony, Inc. (registered to Ardco, Inc.)
ROUNDED DISPLAY CASE AND ASSOCIATED DOOR	United States	29/072360 D404935	16-Jun-1997	02-Feb-1999	Pike Machine Products, Inc.
SCALDA SALVIETTE IN VETRO	Italy	FI2005U000070 0000262706	26-Aug-2005	19-May-2009	Anthony
SHELVING, SHELF ASSEMBLY AND COMPONENTS THEREOF	United States	09/410822 6389993	01-Oct-1999	21-May-2002	Anthony, Inc.
SHELVING SYSTEM, SHELF SUPPORT AND SHELF	United States	09/102995 6302036	22-Jun-1998	16-Oct-2001	Anthony, Inc.
SHELVING, SHELF ASSEMBLY & COMPONENTS THEREOF	United States	09/458463 6490983	09-Dec-1999	10-Dec-2002	Anthony, Inc.
SLIDER DOOR MECHANISM, RUNNING GEAR MECHANISM AND CLOSURE RETURN	United States	08/835587 5884361	09-Apr-1997	23-Mar-1999	Anthony, Inc.
VOLTAGE REGULATOR CIRCUIT	United States	08/804882 5959816	24-Feb-1997	28-Sep-1999	Anthony, Inc.

# PATENT APPLICATIONS

Title	Country	Application Number/ Patent Number	Filing Date	Owner
ANTI- CONDENSATION CONTROL SYSTEM	United States	12/337981 20100083672	18-Dec-2008	Anthony, Inc. (registered to Anthony International)
DISPLAY CASE WITH LENS LIGHTING SYSTEM	Spain	ES2197188	06-Dec-1994	Anthony, Inc.
ELECTRIC DOOR LOCK SYSTEM FOR REFRIGERATED DISPLAY CASES	Canada	2566077 CA2566077	30-Oct-2006	Anthony, Inc.
REFRIGERATOR DOOR CONSTRUCTION INCLUDING A LAMINATED PACKAGE	Europe	09808559.0	28-Jan-2011	Anthony, Inc.
REFRIGERATOR DOOR CONSTRUCTION INCLUDING A LAMINATED PACKAGE	United States	12/195236 Publ. No. 20100043293	20-Aug-2008	Anthony, Inc.
SHELVING ASSEMBLY	United States	11/277411 Publ No. 20070221103	24-Mar-2006	Equipment Brokers, Inc. d/b/a RJ Trausch Industries, Inc.

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**RECORDED: 06/16/2011**