

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Habakkuk Holdings, LLC	08/04/2011
RECEIVING PARTY DATA	
Name:	James R. Freiburger II
Street Address:	233 E. 175th Street
City:	Westfield
State/Country:	INDIANA
Postal Code:	46074
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7011271
CORRESPONDENCE DATA	
Fax Number:	(513)381-0205
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	bayliss@taftlaw.com
Correspondent Name:	Linda D. Bayliss, paralegal
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Address Line 2:	Suite 1800
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	S7492 02391
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Total Attachments: 5 source=patent security agreement#page1.tif source=patent security agreement#page2.tif source=patent security agreement#page3.tif source=patent security agreement#page4.tif source=patent security agreement#page5.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of August 4, 2011 between by Habakkuk Holdings, LLC, an Indiana limited liability company having its chief executive office at 233 E. 175th Street, Westfield, Indiana 46074 (Control No. 2011072800366) ("Borrower"), in favor of James R. Freiburger II, an Indiana resident ("Secured Party").

RECITALS

A. Borrower is indebted to Secured Party in respect of a credit facility in the maximum principal amount of Ninety Thousand Dollars (\$90,000) (the "Loan"), as evidenced by that certain Secured Promissory Note of even date herewith (the "Note") in such amount and executed by Borrower in favor of Secured Party.

B. Borrower and Secured Party are entering into that certain Security Agreement of even date herewith (the "Security Agreement").

C. In consideration for the Loan, Borrower has agreed to grant Secured Party a security interest in the Patent Collateral (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement and the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

ARTICLE II. GRANT OF SECURITY INTEREST AND LIEN IN PATENT COLLATERAL.

2.01 Borrower, in order to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Liabilities, hereby grants to the Secured Party a continuing security interest and lien in and right to set off against any and all right, title and interest of Borrower in and to the following whether now owned or owned, acquired or arising hereafter (collectively, the "Patent Collateral"):

(a) all of its inventions, designs, licenses, patents, and patent applications including, without limitation, those listed on Schedule I hereto;

(b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(c) to the extent not otherwise included, all additions, accessions and accessories to, substitutions for, replacements, products and cash and non-cash proceeds of, any or all of the foregoing, including without limitation, insurance proceeds.

2.02 Anything contained in this Patent Security Agreement to the contrary notwithstanding, the term "Patent Collateral" shall not include any of the foregoing that is held by Borrower, as a licensee, to the extent that: (a) as a result of the grant of a security interest or lien therein, Borrower's rights in or with respect to such asset would be forfeited or Borrower would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law, including after giving full effect to Section 9-408 of the UCC; provided, however, that the term "Patent Collateral" shall include (1) any and all proceeds of the foregoing, and (2) the foregoing at any time that the restrictions in the license or other agreement are no longer effective or enforceable (including as a result of the exercise of an option to purchase or the repayment of the secured financing) or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest and lien in and to the foregoing in favor of Secured Party.

2.03 Each of Borrower and the Secured Party hereby acknowledges and agrees that the security interest and lien created hereby in the Patent Collateral (i) constitutes continuing collateral security for all of the Liabilities, whether now existing or hereafter arising and (ii) is not to be construed as an assignment or sale of any of the Patent Collateral.

ARTICLE III. APPOINTMENT OF COLLATERAL AGENT AS ATTORNEY-IN-FACT.

3.01 Borrower hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Borrower or in its name, from time to time, in the Secured Party's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Borrower might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

3.02 This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Liabilities remains outstanding and until the credit facility shall have terminated. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Secured Party in this Patent Security Agreement, and shall not be liable for any failure to do so

or any delay in doing so. The Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction. This power of attorney is conferred on the Secured Party solely to protect, preserve and realize upon its security interest and lien in the Patent Collateral.

**ARTICLE IV. AGREEMENT BY BORROWER NOT TO
ASSIGN OR ENCUMBER ANY OF THE PATENT COLLATERAL.**

Borrower shall not sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, grant a security interest in, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

ARTICLE V. SECURITY AGREEMENT.

The rights, liens and security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest and lien in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict, the Security Agreement shall control.

ARTICLE VI. RECORDATION.

Borrower authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

ARTICLE VII. GOVERNING LAW; WAIVER OF JURY TRIAL

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO SUCH JURISDICTION'S CONFLICT OF LAWS PRINCIPLES. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT.

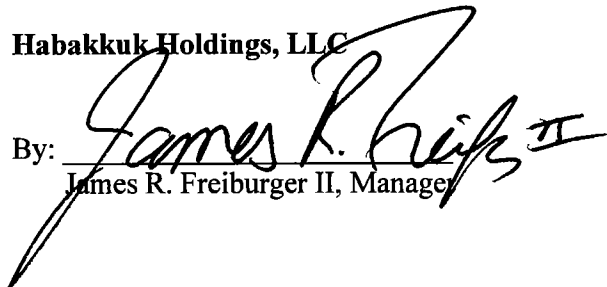
[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

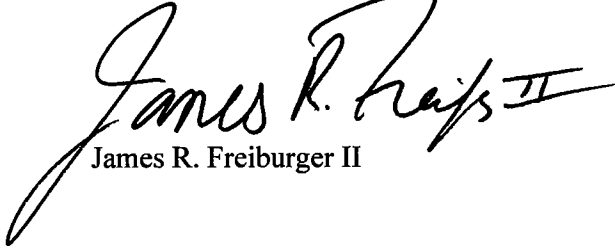
BORROWER:

Habakkuk Holdings, LLC

By:


James R. Freiburger II, Manager

ACCEPTED AND ACKNOWLEDGED BY:


James R. Freiburger II

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
Toilet Paper Dispenser	7,011,271	March 14, 2006	United States