

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
CONTINENTAL DATALABEL, INC.	08/25/2011

RECEIVING PARTY DATA

Name:	FIRSTMERIT BANK, N.A.
Street Address:	106 S. Main Street, 12th Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	6279817
Patent Number:	6352198
Patent Number:	6357651
Patent Number:	6364198
Patent Number:	6367689
Patent Number:	6375065
Patent Number:	6415976
Patent Number:	6425519
Patent Number:	6427905
Patent Number:	6488999
Patent Number:	6499652
Patent Number:	6523737
Patent Number:	6837957
Patent Number:	6860050
Patent Number:	7726696

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PATENT  
REEL: 026824 FRAME: 0656

OP \$1160.00 6279817

Patent Number:	7857353
Patent Number:	7874594
Patent Number:	7910189
Patent Number:	7959187
Patent Number:	D363217
Patent Number:	6220504
Patent Number:	6220505
Patent Number:	7963564
Application Number:	11585653
Application Number:	11585789
Application Number:	11820732
Application Number:	11820736
Application Number:	12836742
Application Number:	12818638

#### CORRESPONDENCE DATA

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 Correspondent Name: Nancy Brougher  
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 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6795.003
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 7  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 25th day of August, 2011, by CONTINENTAL DATALABEL, INC., an Illinois corporation ("Grantor") in favor of FIRSTMERIT BANK, N.A., a national banking association ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor, JT&T Equipment Leasing Partnership ("JT&T") and Dadsons ("Dadsons", and together with Grantor and JT&T, "Borrowers") by Grantee; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents") and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:

(i) each Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the commitments of Grantee under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement; provided, however, that Grantor may, without the prior written consent of Grantee, grant a license of any Patent in the ordinary course of its business, so long as the applicable licensee is not an Affiliate of Grantor, the consideration for such license paid to Grantor is a fair market rate and such license is part of a commercially reasonable transaction.

5. New Patents. If, before the Obligations shall have been satisfied in full or before the commitments of Grantee under the Credit Agreement to lend shall have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Patents.

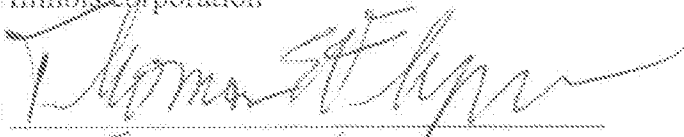
6. Duties of Grantor. Grantor shall (i) prosecute diligently any patent applications pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions, (iii) preserve and maintain all rights in the Patents and (iv) ensure that the Patents are and remain enforceable.

7. Grantee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee after the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and Grantee's commitments under the Credit Agreement to lend have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents in accordance herewith shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of  
the date first written above.

CONTINENTAL DATALABEL, INC.  
an Illinois corporation

By:   
Name: Thomas E. Flynn  
Its: Secretary

Agreed and Accepted  
As of the Date First Written Above

FIRSTMERIT BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONTINENTAL DATALABEL, INC.  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

FIRSTMERIT BANK, N.A.

By: Walter Castillo  
Name: Walter Castillo  
Its: Vice President  
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## **SCHEDULE 1**

### **PATENTS**

<b>Patent Description</b>	<b>U.S. Patent No.</b>	<b>Date</b>
Laminated envelope assembly	6279817	8/28/01
Envelope having non-adhesive applied label	6352198	3/5/02
Index tab label	6357651	3/19/02
Envelope having nested rings	6364198	4/2/02
Envelope with a tab	6367689	4/9/02
Envelope assembly having registration lines	6375065	4/23/02
Envelope having ring binder holes	6415976	7/9/02
Envelope assembly having partial protective panel	6425519	7/30/02
Envelope assembly having offset tearable lines	6427905	8/6/02
Printable label coating	6488999	12/3/02
Envelope assembly having fold lines	6499652	12/31/02
Envelope assembly having printable protective panel	6523737	2/25/03
Method for separating label assembly	6837957	1/4/05
Apparatus for separating label assembly	6860050	3/1/05
Label assembly for applying a label to an object	7726696	6/1/10
Index label assembly	7857353	12/28/10
Label adherable to an object and method for making	7874594	1/25/11
Photo sheet assembly with removable adhesive portions	7910189	3/22/11
Label assembly for applying a label to an object	7959187	6/14/11
Packaging container	D363217	10/17/95
Envelope with a removable panel	6220504	4/24/01
Envelope having a removable panel	6220505	4/24/01
Label assembly for applying a label to a pen	7963564	6/21/11

### **PATENT APPLICATIONS**

<b>Patent Description</b>	<b>Serial No.</b>	<b>Date</b>
Customizable Gift Box	Application No. 11585653	10/24/06
Customizable wrapper	Application No. 11585789	10/24/06



Envelope assembly	Application No. 11820732	6/20/07
Sell tab sheet	Application No. 11820736	6/20/07
Method for printing individual labels	Application No. 12836742	7/15/10
Label assembly for applying a label to electronic devices	Application No. 12818638	7/18/10