

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
EVRIHOLDER PRODUCTS, LLC	09/09/2011
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 60	
Property Type	Number
Patent Number:	D588875
Patent Number:	D575993
Patent Number:	D584914
Patent Number:	D598279
Patent Number:	D599176
Patent Number:	D624016
Patent Number:	D583197
Patent Number:	D638669
Patent Number:	D638264
Patent Number:	D485103
Patent Number:	D566511
Patent Number:	D596468
Patent Number:	D485136
Patent Number:	D593816
Patent Number:	D550819

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PATENT
REEL: 026885 FRAME: 0052

CH \$2400.00 D588875

Patent Number:	D630400
Patent Number:	D598241
Patent Number:	D589306
Patent Number:	D617173
Patent Number:	D640873
Patent Number:	D602320
Patent Number:	D588418
Patent Number:	D607982
Patent Number:	D598716
Patent Number:	D623455
Patent Number:	D604593
Patent Number:	D556520
Patent Number:	D566487
Patent Number:	D563178
Patent Number:	D630306
Patent Number:	D368166
Patent Number:	D588876
Patent Number:	D637429
Patent Number:	D609948
Application Number:	29365995
Application Number:	12115714
Application Number:	12046350
Application Number:	29383838
Application Number:	13008944
Application Number:	29383195
Application Number:	29366001
Application Number:	29366003
Application Number:	29386279
Application Number:	29339228
Application Number:	11516146
Application Number:	29339998
Application Number:	29393305
Application Number:	29394571
Application Number:	29367902
Application Number:	29378630

	29360377
Application Number:	29376678
Application Number:	29378631
Application Number:	11953775
Application Number:	29298457
Application Number:	29365999
Application Number:	29282547
Application Number:	29366066
Application Number:	29365996
Application Number:	29383508

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Phone: 312-577-8416

Email: carole.dobbins@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-00016
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NAME OF SUBMITTER:	Carole Dobbins
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 9th day of September, 2011, is made by Evriholder Products, LLC, an Indiana limited liability company ("**Grantor**") with its principal place of business and mailing address at 1500 South Lewis Street, Anaheim, California 92805, in favor of Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

Preliminary Statements

A. Grantor, the Guarantors from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, Administrative Agent and the Lenders have required, among other things, that each of Grantor and the Guarantors (each a "**Debtor**" and collectively the "**Debtors**") grant to Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and 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 Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns, mortgages, pledges, hypothecates and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Patent Collateral**"):

(i) All of its patents and patent applications and IP licenses providing for the grant by or to Grantor of any right under any patent or patent application, including, without limitation, each patent and patent application listed on Schedule A hereto, and all of the inventions described and claimed therein and any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof; and

(ii) All income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent or patent application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest 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.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral.

4. **Counterparts.** 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.

5. **Governing Law.** 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 Illinois.

[Signature Pages Follow]

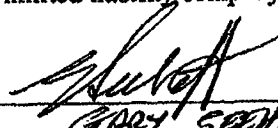
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed as of the date and year first written above.

EVRIHOLDER PRODUCTS, LLC,
an Indiana limited liability company

By: _____

Name: _____

Title: _____

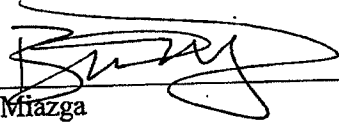


GARY SEIDNER

CEO

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

BANK OF MONTREAL,
as Administrative Agent

By: 

Name: Brian Miazga

Title: Vice President

Patent Security Agreement

PATENT
REEL: 026885 FRAME: 0058

SCHEDULE A

PATENTS

AIR GAP COVER (EVRPAD022) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/365,995	17-Jul-2010
APPLE SAVER (EVRPAU002) Country: <i>United States of America</i> Type: <i>Utility</i>	Published	12/115,714 2009/0169713	06-May-2008
APPLE SAVER (EVRPAD001) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/317,735 D588,875	06-May-2008 24-Mar-2009
AVOCADO SAVER (EVR2PAD0052) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/299,434 D575,993	26-Dec-2007 02-Sep-2008
AVOCADO SAVER (EVRPAU003) Country: <i>United States of America</i> Type: <i>Utility</i>	Published	12/046,350 2009/0166239	11-Mar-2008
BACON COOKER (EVR2PAD053) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/298,453 D584,914	05-Dec-2007 20-Jan-2009
BAG CLIP (EVRPAD015) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/330,275 D598,279	02-Jan-2009 18-Aug-2009
BAGEL SLICER (EVRPAD004) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/317,688 D599,176	05-May-2008 01-Sep-2009
BAG HOLDER (EVRPAD043) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/383,838	22-Jan-2011
BATTERY HOLDER (EVRPAD019) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/343,833 D624,016	20-Sep-2009 21-Sep-2010
BED RISER (EVRPAD039) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/383,508	19-Jan-2011

BED RISER (EVRPAD039CA) Country: Canada Type: Design	filed	27-Jan-2011
BED RISER STORAGE APPARATUS AND SYSTEM (EVRPAU040) Country: United States of America Type: Utility	filed	19-Jan-2011
BED RISER STORAGE APPARATUS AND SYSTEM (EVRPAU040CA) Country: Canada Type: Utility	filed	27-Jan-2011
BODY MASSAGER (EVRPAD041) Country: United States of America Type: Utility	filed	13-Jan-2011
BREAD CRUST CUTTER (EVR2PAD054) Country: United States of America Type: Design	Issued	26-Dec-2007 23-Dec-2008
COMBINATION BAG CUTTER (EVR2PADXXX) AND BAG CLIP Country: United States of America Type: Design	Issued	02-Aug-2006 15-Apr-2008
CRUST REMOVER (EVR2PAD032) (Butterfly Bytes) Country: United States of America Type: Design	Issued	17-Jul-2010 31-May-2011
CRUST REMOVER (EVR2PAD033) (Train Bytes) Country: United States of America Type: Design	filed	17-Jul-2010
CRUST REMOVER (EVR2PAD034) (Bat Bytes) Country: United States of America Type: Design	Issued	17-Jul-2010 24-May-2011
CRUST REMOVER (EVR2PAD035) (Thomas Bytes) Country: United States of America Type: Design	filed	17-Jul-2010
CRUST CUTTER (EVR2PAD044) (Texas) Country: United States of America Type: Design	filed	26-Feb-2011
CLEANING ORGANIZER (EVR2PAD051) Country: United States of America Type: Design	Issued	10-Dec-2002 13-Jan-2004

REEL: 026885 FRAME: 0060

COLLAPSIBLE RACK (EVRPAD017) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/339,228	26-Jun-2009
COLLAPSIBLE RACK (EVR2PAUXXX) Country: <i>United States of America</i> Type: <i>Utility</i>	filed	11/516,146 2008/0053936	05-Sep-20096
COMBINATION BAG CUTTER AND BAG CLIP (EVR2PADXXX) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/248,205 D566,511	02-Aug-2006 15-Apr-2008
COMBINED PEELER AND BRUSH (EVRPAD009) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/321,827 D596,468	24-Jul-2008 21-Jul-2009
COMBINED TUNA AND VEGETABLE CAN PRESS AND STRAINER (EVR2PADXXX) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/168,967 D485,136	10-Oct-2002 13-Jan-2004
CONTACT HOLDER (EVRPAD018) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/339,998	11-Jul-2009
CUCUMBER SAVER (EVRPAD010) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/330,238 D593,816	31-Dec-2008 09-Jun-2009
FUR REMOVER (EVRPAD025) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/393,305	15-Aug-2010
FUR REMOVER (EVRPAD025CA) Country: <i>Canada</i> Type: <i>Design</i>	filed		10-Dec-2010
GLASSES CLEANER (EVRPAD051) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/394571	17-Jun-2011
HAIRSTOPPER (EVR2PAD030) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/236,949 D550,819	23-Aug-2005 11-Sep-2007
INTERLOCKING PLATES (EVRPAD037) Country: <i>United States of America</i>	filed	29/367,902	14-Aug-2010

REEL: 026885 FRAME: 0061

MICROWAVE CHIP MAKER (EVRPAD038) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/376,678	09-Oct-2010
MUSTARD CAP (EVRPAD028) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/378,631	07-Nov-2010
UNION SAVER (EVRPAD007) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/319,720 D588,418	13-Jun-2008 17-Mar-2009
ORGANIZER SYSTEM (EVR2PAU026) Country: <i>United States of America</i> Type: <i>Utility</i>	Published	11/953,775 2009/0145914	10-Dec-2007
ORGANIZER SYSTEM (EVR2PAUXXX) Country: <i>United States of America</i> Type: <i>Design</i>	filed	29/298,457	05-Dec-2007
PRODUCE PRESERVER (EVRPAD012) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/330,240 D607,982	31-Dec-2008 12-Jan-2010
PURSE HOLDER (EVRPAD013) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/317,680 D598,716	05-May-2008 25-Aug-2009
RAZOR HOLDER (EVRPAD021) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/343,855 D623,455	20-Sep-2009 14-Sep-2010
RING HOLDER (EVRPAD011) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/330,239 D604,593	31-Dec-2008 14-Nov-2009
SANDWICH BREAD CRUST (EVR2PADXXX) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/249,551 D556,520	12-Oct-2006 12-Dec-2007
SANDWICH BREAD CRUST (EVR2PADXXX) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/282,430 D566,487	20-Jul-2007 15-Apr-2008
SANDWICH BREAD CRUST (EVR2PADXXX) Country: <i>United States of America</i> Type: <i>Design</i>	Issued	29/282,431	20-Jul-2007

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CUTTER				D563,178		04-Mar-2008
Country: United States of America						
Type: Design						
SANDWICH POCKET MAKER (EVRPAD031)	filed		29/365,999		17-Jul-2010	
Country: United States of America						
Type: Design						
SINK STRAINER (EVR2PADXXX)	filed		29/282,547			
Country: United States of America						
Type: Design						
SINK STRAINER (EVRPAD030)	Issued		29/360,376		24-Apr-2010	
Country: United States of America			D630306		04-Jan-2011	
Type: Design						
SNOW SCRAPER (EVRPAD036)	filed		29/366,066		18-Jul-2010	
Country: United States of America						
Type: Design						
SPONGE HOLDER (EVRPAD023)	filed		29/365,996		17-Jul-2010	
Country: United States of America						
Type: Design						
TIE & BELT ORGANIZER (EVR2PADXXX)	Expired		29/036,215		15-Mar-1995	
Country: United States of America			D368,166		26-Mar-1996	
Type: Design						
TOMATO SAVER (EVRPAD006)	Issued		29/319,719		13-Jun-2008	
Country: United States of America			D588,876		24-Mar-2009	
Type: Design						
TOOTHBRUSH HOLDER (EVRPAD024)	filed		29/365,997		17-Jul-2010	
Country: United States of America			D637,429		10-May-2011	
Type: Design						
TOOTHBRUSH HOLDER (EVRPAD042-CA)	Filed		136,940		09-Jan-2010	
Country: Canada						
Type: Design						
DWEL RACK (EVRPAD014)	Issued		29/330,272		02-Jan-2009	
Country: United States of America			D609,948		16-Feb-2010	
Type: Design						

Attorney docket numbers with XXX have been transferred and numbers are not assigned as no work has been required