

## 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
Technibilt, Ltd.	01/17/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as US Agent
Street Address:	401 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D445230
Patent Number:	D463647
Patent Number:	D583523
Patent Number:	7681891
Application Number:	12648500
CORRESPONDENCE DATA	
Fax Number:	(203)325-5001
Phone:	2033255049
Email:	tbennett@fdh.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Tracey D. Bennett
Address Line 1:	c/o Finn Dixon & Herling LLP
Address Line 2:	177 Broad Street
Address Line 4:	Stamford, CONNECTICUT 06901
ATTORNEY DOCKET NUMBER:	2692.202

OP \$200.00 D445230

NAME OF SUBMITTER:

Tracey D. Bennett

**Total Attachments: 5**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 17, 2012, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Technibilt Ltd., a North Carolina corporation ("Technibilt"), Wanzl LLC, a Delaware limited liability company ("Holdings"), together with Technibilt, the "US Borrowers", 530412 Ontario Inc., an Ontario corporation ("Canadian Borrower" and, together with the US Borrowers, the "Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, GE Canada Finance Holding Company, as Canadian administrative agent, and GE Capital, as US Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the US Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is 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 US 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 Borrowers thereunder, Grantor hereby agrees with the US Agent as follows:

Section 1. Defined Terms. 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the US Agent for the benefit of the Secured Parties, and grants to the US 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 Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

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

(c) 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.

Grantor and the US Agent for the benefit of the Secured Parties hereby acknowledge and agree that the security interest in the Collateral created hereby shall not include any Excluded Property.

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 US Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the US 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.

Section 4. 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 its Patents and IP Licenses subject to a security interest hereunder.

Section 5. 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.

Section 6. 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 New York.

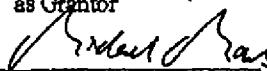
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

TECHNIBILT, LTD., a North Carolina corporation  
as Grantor

By:



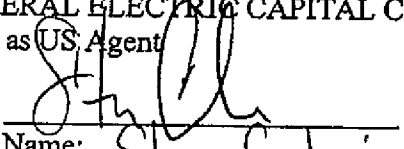
Name: Michael Marks

Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

By:   
Name: Steven Carboni  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

**REGISTERED PATENTS**

<u>GRANTOR</u>	<u>PATENT</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Technibilt, Ltd.	Miniature shopping cart	D445230	7/17/01
	Shopping cart	D463647	9/24/02
	Shopping cart	D583523	12/23/08
	Shopping cart adapted to receive elongated items	7681891	3/23/10

**PATENT APPLICATIONS**

<u>GRANTOR</u>	<u>PATENT APPLICATION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Technibilt, Ltd.	Shopping cart adapted to receive elongated items	12/648500	12/29/09

**PATENT LICENSES**

None.