

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
Produits Cari-All Inc./ Cari-All Products Inc.	01/17/2012
RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	401 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6644674
Patent Number:	7004480
Patent Number:	5211410
Patent Number:	5505472
Patent Number:	5340133
Patent Number:	5348323
Patent Number:	5439253
Patent Number:	5553876
Patent Number:	6659294
Patent Number:	7837205
Patent Number:	D368564
Patent Number:	D495011
Patent Number:	D646041
Application Number:	12340276
Application Number:	29360356

OP \$640.00 6644674

Application Number:

12135301

CORRESPONDENCE DATA

Fax Number: (203)325-5001

Phone: 2033255049

Email: tbennett@fdh.com

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

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Finn Dixon & Herling

Address Line 2: 177 Broad St.

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:

2692.202

NAME OF SUBMITTER:

Tracey D. Bennett

Total Attachments: 9

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 17, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Canada Finance Holding Company ("GE Canada"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Canadian 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, General Electric Capital Corporation, as US administrative agent, and GE Canada, as Canadian 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, each Grantor has agreed, pursuant to a Canadian Guarantee and Security Agreement of even date herewith in favour of the Canadian Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Canadian Guarantee 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 Canadian 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, each Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Guarantee 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 (except in respect of trademarks where no such mortgage is granted), pledges and hypothecates to the Canadian Agent for the benefit of the

Secured Parties, and grants to the Canadian 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"):

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

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

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.]

The Grantors and the Canadian 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. Canadian Guarantee and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Canadian Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Canadian Guarantee 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their 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 laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

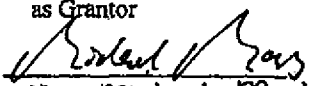
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRODUITS CARI-ALL INC. / CARI-ALL
PRODUCTS INC.

as Grantor

By:


Name: Michael Marks
Title: President, Chief Executive Officer &
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Canadian Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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.

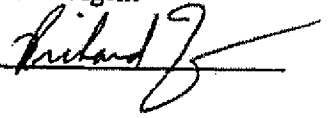
Very truly yours,

PRODUITS CARI-ALL INC. / CARI-ALL
PRODUCTS INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Canadian Agent

By: 
Name: _____
Title: _____
RICHARD ZENI
DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Name	Country	Status Appl. or Reg. No.	Filing Date (yy/mm/dd)	Next Deadline (yy/mm/dd)	Owner
SHOPPING CART WITH DEDICATED MULTI-COMPARTMENTS	Canada	Granted 2,418,586	2008/02/05	2012/02/10	Cari-All Products Inc.
SHOPPING CART WITH DEDICATED MULTI-COMPARTMENTS	U.S.A.	Granted 6,644,674	2003/11/11	2015/05/11	Cari-All Products Inc.
SHOPPING CART WITH ADVERTISING DISPLAY FRAMES	Canada	Granted 2,367,757	2005/09/13	2012/01/30	Cari-All Products Inc.
SHOPPING CART WITH ADVERTISING DISPLAY FRAMES AND ADVERTISING METHOD	U.S.A.	Granted 7,004,480	2006/02/28	2013/08/28	Cari-All Products Inc.
HINGEABLE BABY SEAT BACKREST FOR SHOPPING CART	U.S.A.	Granted 5,211,410	1993/05/18	2012/05/04	Cari-All Products Inc.
END-TO-END NESTABLE OVER-THE-COUNTER DISCHARGE SHOPPING CART	U.S.A.	Granted 5,505,472	1996/04/09	2013/04/09	Cari-All Products Inc.

Name	Country	Status Appl. or Reg. No.	Filing Date (yy/mm/dd)	Next Deadline (yy/mm/dd)	Owner
WIRE MESH EDGE PROTECTOR	U.S.A.	Granted 5,340,133	1994/08/23	2012/11/04	Cari-All Products Inc.
INFANT SEAT PLATE FOR SHOPPING CART	Canada	Granted 2,091,969	1999/07/20	2012/03/19	Cari-All Products Inc.
INFANT SEAT PLATE FOR SHOPPING CART	U.S.A.	Granted 5,348,323	1994/09/20	2013/03/30	Cari-All Products Inc.
AUTOMATIC RETRACTABLE SAFETY BELT DEVICE FOR A SEAT COMPARTMENT OF A SHOPPING CART	Canada	Granted 2,120,855	2006/03/14	2012/04/09	Cari-All Products Inc.
AUTOMATIC RETRACTABLE SAFETY BELT DEVICE FOR A SEAT COMPARTMENT OF A SHOPPING CART	U.S.A.	Granted 5,439,253	1995/08/08	2014/04/12	Cari-All Products Inc.
NESTABLE SHOPPING CART WITH IMPROVED LOWER CONTAINMENT MEANS	Canada	Granted 2,142,474	2000/01/18	2012/02/14	Cari-All Products Inc.
NESTABLE SHOPPING CART WITH IMPROVED LOWER CONTAINMENT MEANS	U.S.A.	Granted 5,553,876	1996/09/10	2015/02/22	Cari-All Products Inc.

Name	Country	Status Appl. or Reg. No.	Filing Date (yy/mm/dd)	Next Deadline (yy/mm/dd)	Owner
BABY SEAT COMPARTMENT CONSTRUCTION FOR SHOPPING CART	Canada	Granted 2,210,416	2006/04/11	2012/07/14	Cari-All Products Inc.
MULTI-CONFIGURATIONAL WIRE-ROD DISPLAY RACK	U.S.A.	Granted 6,659,294	2003/12/09	2015/06/09	Cari-All Products Inc.
SHOPPING CART AND COLLAPSIBLE COMPARTMENT THEREOF	Canada	Granted 2,623,855	2008/03/04	2012/03/04	Cari-All Products Inc.
SHOPPING CART AND COLLAPSIBLE COMPARTMENT THEREOF	U.S.A.	Granted 12/073,301 7,837,205	2008/03/04	2014/05/23	Cari-All Products Inc.
IMPROVED SHOPPING CART, FRAME, BASKET AND PRODUCTION METHODS	Canada	Granted 2,647,613	2008/12/19	2011/12/19	Cari-All Products Inc.
FORWARD SLOPING SHOPPING CART	U.S.A.	Granted D368,564	1996/04/02	2015/05/01	Cari-All Products Inc.
SHOPPING CART	Canada	Granted 103715	2004/12/06	2014/12/06	Cari-All Products Inc.
PANEL COMBINATION FOR SHOPPING CART	U.S.A.	Granted D495,011	2004/08/24	2018/08/24	Cari-All Products Inc.
SHOPPING CART	Canada	Granted 135,171	2010/04/23	2015/11/22	Cari-All Products Inc.

Name	Country	Status Appl. or Reg. No.	Filing Date (yy/mm/dd)	Next Deadline (yy/mm/dd)	Owner
SHOPPING CART	Canada	Granted 137,275	2010/04/23	2015/11/22	Cari-All Products Inc.
SHOPPING CART	Canada	Granted 135,172	2010/04/23	2015/11/22	Cari-All Products Inc.
THE ORNAMENTAL DESIGN FOR SHOPPING CART	U.S.A.	Granted US D646,041 S	2010/04/23	2014/04/23	Cari-All Products Inc.

2. PATENT APPLICATIONS

Name	Country	Status Appl. or Reg. No.	Filing Date (yy/mm/dd)	Next Deadline (yy/mm/dd)	Owner
SHOPPING CART WITH ADVERTISING DISPLAY FRAMES	Canada	Pending 2,509,977	2005/06/14	2012/06/14	Cari-All Products Inc.
IMPROVED SHOPPING CART, FRAME, BASKET AND PRODUCTION METHODS	U.S.A.	Pending 12/340,276	2008/12/19	2011/09/17	Cari-All Products Inc.
NESTABLE SHOPPING CART WITH A REAR WHEELS LIFTER SYSTEM	Canada	Pending 2,633,572	2008/06/05	2012/06/05	Cari-All Products Inc.
SHOPPING CART	U.S.A.	Pending 29/360,356	2010/04/23		Cari-All Products Inc.
NESTABLE SHOPPING CART WITH A REAR WHEELS LIFTER SYSTEM	U.S.A.	Pending 12/135301	6/9/08	-	Cari-All Products Inc.

3. IP LICENSES

Nil.