

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
Cambridge International, Inc.	04/10/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 30	
Property Type	Number
Patent Number:	5816988
Patent Number:	6041916
Patent Number:	7565967
Patent Number:	6530469
Patent Number:	5934448
Patent Number:	6360882
Patent Number:	6354432
Patent Number:	7494005
Patent Number:	7975840
Patent Number:	7721877
Patent Number:	7987972
Patent Number:	8021020
Application Number:	13168899
Application Number:	12769035
Application Number:	12763834

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Application Number:	11702618
Application Number:	11265211
Patent Number:	8006739
Patent Number:	7779888
Patent Number:	6793360
Patent Number:	6732856
Patent Number:	5590755
Patent Number:	6050394
Patent Number:	5954187
Patent Number:	5562200
Patent Number:	5558204
Patent Number:	5449063
Patent Number:	5350056
Patent Number:	D483953
Patent Number:	D443627

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@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: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-500
NAME OF SUBMITTER:	Oscar Ruiz

Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 10, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Agents, Lenders and the L/C Issuers (as each term is defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Cambridge International, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty Agreement dated as of the date hereof in favor of Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor has agreed, pursuant to that certain Security Agreement dated as of the date hereof in favor of Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a lien in substantially all of its assets in support of the full payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, all of the Grantors are party to the 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 Lenders, L/C Issuers and Agents to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Agents, L/C Issuers and Lenders, and grants to Administrative Agent for the benefit of Agents, L/C Issuers and Lenders a Lien on and security interest in, all

of its right, title and interest in, to and under the following, to the extent the following constitutes Collateral (as defined in the Security Agreement) of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those United States Patents and United States Patent applications 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, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Patent Collateral shall exclude any Intellectual Property (as defined in the Credit Agreement) if the grant of a Lien hereunder would result in the abandonment, impairment, invalidation or unenforceability of such Intellectual Property.

Section 3. Security Agreement. 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 each 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. If there is a conflict between this agreement and the Security Agreement, the Security Agreement shall control.

Section 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.

Section 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 New York.

[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,

CAMBRIDGE INTERNATIONAL, INC.,
as a Grantor

By:

Tracy Tyler
Name: Tracy Tyler

Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name: _____

Title: _____

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,

CAMBRIDGE INTERNATIONAL, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: David Indelicato
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. PATENTS AND PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Roll configurations for woven-wire belt operations	U.S.	08/644524 5/10/1996	5816988 10/6/1998
Conveyor system for woven-wire belt operations	U.S.	09/114910 7/14/1998	6041916 3/28/2000
Self cleaning rotatable member for woven wire mesh conveyor belt	U.S.	12/149358 4/30/2008	7565967 7/28/2009
Wire belt with compound link formation	U.S.	09/759269 1/16/2001	6530469 3/11/2003
Wire conveyor belt with tension transfer	U.S.	08/662412 6/10/1996	5934448 8/10/1999
Conveyor belt and method of making the same	U.S.	09/335687 6/18/1999	6360882 3/26/2002
Conveyor belt and method of making the same	U.S.	09/586780 6/5/2000	6354432 3/12/2002
Variable spaced conveyor belt	U.S.	11/529596 9/29/2006	7494005 2/24/2009
Flat wire conveyor belt system	U.S.	12/235233 9/22/2008	7975840 7/12/2011
Quick splice conveyor belt system and method therefor	U.S.	12/326950 12/3/2008	7721877 5/25/2010
Wire plate conveyor belt	U.S.	12/608490 10/29/2009	7987972 8/2/2011
Lighted Architectural Mesh	U.S.	12/218385 7/15/2008	8021020 9/20/2011
Lighted Architectural Mesh	U.S.	13/168899 6/24/2011	—
Electrostatic precipitator and self cleaning collection belt therefor	U.S.	12/769035 4/28/2010	—
Compound sprocket for conveyor belt	U.S.	12/763834 4/20/2010	—
Hanger assembly for architectural mesh under extreme loads	U.S.	11/702618 2/6/2007	—
Hanger bar assembly for architectural mesh and the like	U.S.	11/265211 11/3/2005	—

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Architectural mesh sunscreen with varying shading characteristic	U.S.	11/315312 12/23/2005	8006739 8/30/2011
Hanger assembly	U.S.	11/235086 9/27/2005	7779888 8/24/2010
Lighted architectural mesh	U.S.	10/237030 9/9/2002	6793360 9/21/2004
Modular conveyor belt	U.S.	10/079582 2/22/2002	6732856 5/11/2004
Woven-wire belt with vertically-oriented lateral edges and conveyance methods and apparatus	U.S.	08/363332 12/23/1994	5590755 1/7/1997
Component manufacture and operation of woven-wire conveyor belts	U.S.	08/778770 1/6/1997	6050394 4/18/2000
Conveyor rod in side link connection	U.S.	08/785935 1/22/1997	5954187 9/21/1999
Unitary components and modular belt assembly	U.S.	08/217565 3/25/1994	5562200 10/8/1996
Modular components and weld-free belting assembly	U.S.	08/294395 8/23/1994	5558204 9/24/1996
Modified drive system for endless belt conveyors with rollers having driving, supporting and aligning features	U.S.	08/098737 7/28/1993	5449063 9/12/1995
Self-supporting conveyor belt with wire-formed spacers	U.S.		5350056 09/27/94
Architectural Mesh	U.S.		D483953 12/23/03
Tracking Roller	U.S.		D443627 06/12/01