

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---------------|--|-----------------------|------------------------|-----------------------------|------------|--------------------------------|------------|-------------------------|------------|--------------------|------------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jarvis Caster Company</td> <td>04/16/2012</td> </tr> <tr> <td>Shepherd Caster Corporation</td> <td>04/16/2012</td> </tr> <tr> <td>Shepherd Hardware Products LLC</td> <td>04/16/2012</td> </tr> <tr> <td>Albion Industries, Inc.</td> <td>04/16/2012</td> </tr> <tr> <td>Jarvis/Pemco, Inc.</td> <td>04/16/2012</td> </tr> </tbody> </table> | | Name | Execution Date | Jarvis Caster Company | 04/16/2012 | Shepherd Caster Corporation | 04/16/2012 | Shepherd Hardware Products LLC | 04/16/2012 | Albion Industries, Inc. | 04/16/2012 | Jarvis/Pemco, Inc. | 04/16/2012 | | | | | | | | | | | | | | |
| Name | Execution Date | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jarvis Caster Company | 04/16/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shepherd Caster Corporation | 04/16/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shepherd Hardware Products LLC | 04/16/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Albion Industries, Inc. | 04/16/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jarvis/Pemco, Inc. | 04/16/2012 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>General Electric Capital Corporation, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>500 West Monroe Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60661</td> </tr> </table> | | Name: | General Electric Capital Corporation, as Agent | Street Address: | 500 West Monroe Street | City: | Chicago | State/Country: | ILLINOIS | Postal Code: | 60661 | | | | | | | | | | | | | | | | |
| Name: | General Electric Capital Corporation, as Agent | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 500 West Monroe Street | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Chicago | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 60661 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5400469</td> </tr> <tr> <td>Patent Number:</td> <td>D469002</td> </tr> <tr> <td>Patent Number:</td> <td>5802668</td> </tr> <tr> <td>Patent Number:</td> <td>6786559</td> </tr> <tr> <td>Patent Number:</td> <td>7464797</td> </tr> <tr> <td>Patent Number:</td> <td>D570200</td> </tr> <tr> <td>Patent Number:</td> <td>D414679</td> </tr> <tr> <td>Patent Number:</td> <td>D407630</td> </tr> <tr> <td>Patent Number:</td> <td>D407628</td> </tr> <tr> <td>Patent Number:</td> <td>D404291</td> </tr> <tr> <td>Patent Number:</td> <td>D404290</td> </tr> <tr> <td>Patent Number:</td> <td>D404289</td> </tr> </tbody> </table> | | Property Type | Number | Patent Number: | 5400469 | Patent Number: | D469002 | Patent Number: | 5802668 | Patent Number: | 6786559 | Patent Number: | 7464797 | Patent Number: | D570200 | Patent Number: | D414679 | Patent Number: | D407630 | Patent Number: | D407628 | Patent Number: | D404291 | Patent Number: | D404290 | Patent Number: | D404289 |
| Property Type | Number | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 5400469 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D469002 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 5802668 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 6786559 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 7464797 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D570200 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D414679 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D407630 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D407628 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D404291 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D404290 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D404289 | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Patent Number: | D481624 |
| Patent Number: | D392552 |
| Patent Number: | D513381 |

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| CORRESPONDENCE DATA | |
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| Email: | carole.dobbins@kattenlaw.com |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| Address Line 1: | 525 W. Monroe St. |
| Address Line 4: | Chicago, ILLINOIS 60661 |

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 207170-00485 |
| NAME OF SUBMITTER: | Carole Dobbins |

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| Total Attachments: 6 source=Omnibus Patent Security Agreement#page1.tif source=Omnibus Patent Security Agreement#page2.tif source=Omnibus Patent Security Agreement#page3.tif source=Omnibus Patent Security Agreement#page4.tif source=Omnibus Patent Security Agreement#page5.tif source=Omnibus Patent Security Agreement#page6.tif |
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OMNIBUS PATENT SECURITY AGREEMENT

THIS OMNIBUS PATENT SECURITY AGREEMENT, dated as of April 16, 2012 (this "Agreement"), 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, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 16, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and 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 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. 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, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (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 Patents 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict between the provisions of this Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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, defense, 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 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. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This 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.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[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,

JARVIS CASTER COMPANY, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

SHEPHERD CASTER CORPORATION, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

SHEPHERD HARDWARE PRODUCTS LLC, a Delaware limited liability company, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

ALBION INDUSTRIES, INC., a Delaware
corporation, as a Grantor


By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

JARVIS/PEMCO, INC., a Delaware corporation,
as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Joseph Angel
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
OMNIBUS PATENT SECURITY AGREEMENT

Patents

| Invention/Title | Country | Application No. Application Date | Patent No. Patent Date | Status | Owner |
|---|---------|-------------------------------------|----------------------------|---------|--------------------------------|
| Lever Action Caster with Shock Absorbing Spring | USA | 08/052,100 Apr. 22, 1993 | 5400469 Mar. 28, 1995 | Granted | Albion Industries, Inc. |
| Caster Support | USA | 29/161,208 May 24, 2002 | D469002 Jan. 21, 2003 | Granted | Jarvis Caster Co. |
| Caster Assembly | USA | 08/632,894 Apr. 16, 1996 | 5,802,668 Sep. 8, 1998 | Granted | Jarvis Caster Co. |
| Conductive Wheel | USA | 10692656 10/24/2003 | 6786559 9/7/2004 | Granted | Jarvis Pemco, Inc. |
| Centrifugal Brakes for Wheels | USA | 11/379,499 Apr. 20, 2006 | 7,464,797 Dec. 16, 2008 | Granted | Jarvis/Pemco, Inc. |
| Caster | USA | 29/278476 Mar. 30, 2007 | D570200 June 3, 2008 | Granted | Shepherd Caster Corporation |
| Curved Wire Caster Legs | USA | 29/084878 Mar. 12, 1998 | D414679 Oct. 5, 1999 | Granted | Shepherd Caster Corporation |
| Caged Skewed Caster Legs | USA | 29/084877 Mar. 12, 1998 | D407630 Apr. 6, 1999 | Granted | Shepherd Caster Corporation |
| Wire Caster Legs | USA | 29/084916 Mar. 12, 1998 | D407628 Apr. 6, 1999 | Granted | Shepherd Caster Corporation |
| Wire Caster Legs (II) | USA | 29/084915 Mar. 12, 1998 | D404291 Jan. 1, 1999 | Granted | Shepherd Caster Corporation |
| Caged Caster Legs | USA | 29/084893 Mar. 12, 1998 | D404290 Jan. 19, 1999 | Granted | Shepherd Caster Corporation |
| Wire Caster Legs | USA | 29/084890 3/12/1998 | D404289 1/19/1999 | Granted | Shepherd Caster Corporation |
| Furniture Slide | USA | 29/168,973 Oct. 11, 2002 | D481624 Nov. 4, 2003 | Granted | Shepherd Hardware Products LLC |
| Caster Wheel | USA | 29/058,249 Aug. 9, 1996 | D392552 Mar. 24, 1998 | Granted | Shepherd Hardware Products LLC |
| Furniture Slide | USA | 29/205995 May 24, 2004 | D513381 Jan. 3, 2006 | Granted | Shepherd Hardware Products LLC |