

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
SAM ACQUISITION INC.	07/20/2012
RECEIVING PARTY DATA	
Name:	BANK OF KENTUCKY
Street Address:	111 Lookout Farm Drive
City:	Crestview Hills
State/Country:	KENTUCKY
Postal Code:	41017
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7251875
Patent Number:	6988330
Patent Number:	D522053
Patent Number:	D522574
CORRESPONDENCE DATA	
Fax Number:	5134210991
Phone:	5133694250
Email:	mmiller@porterwright.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:	Martin J. Miller
Address Line 1:	41 South High Street
Address Line 4:	Columbus, OHIO 43215
ATTORNEY DOCKET NUMBER:	4009682-190768
NAME OF SUBMITTER:	Martin J. Miller

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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is entered into as of July 20, 2012, by and among by and between **SAM ACQUISITION, INC.**, an Ohio corporation, ("Debtor") in favor of **THE BANK OF KENTUCKY, INC.**, a Kentucky banking corporation ("Secured Party") pursuant to the Loan Agreement of even date herewith (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") between the Secured Party and Debtor.

W i t n e s s e t h:

WHEREAS, pursuant to the Loan Agreement, the Secured Party has agreed to make certain Loans (as defined in the Loan Agreement) to the Debtor subject to certain terms and subject to the conditions set forth therein; and

WHEREAS, to secure the Debtor's obligations under the Loan Agreement, the Notes and the other Loan Documents, the Debtor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make the Loans thereunder, the Debtor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means (a) all United States patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

"Patent License" means any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to any Patent.

SECTION 2. **Grant of Security Interest in Patent Collateral.** The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Debtor, hereby sells, conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of the Debtor's right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the "Patent Collateral"):

(a) all of its Patents, Patent Registrations and Patent Licenses, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all trademarks, to which it now or hereafter is a party;

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

(d) any consideration received when all or any part of the Patent Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Kentucky Revised Statutes Section 355.9 102, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Patent and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Patent Security Agreement or to execute an Amended and Restated Patent Security Agreement, containing such terms as the Secured Party may reasonably require, in order to perfect such additional Patents and/or Patent Licenses and/or trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. **Debtor Remains Liable.** It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents or Patent Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Patents or Patent Licenses or any other action or failure to act in connection with this Patent Security Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to that certain Security Agreement by and between the Debtor and the Secured Party of even date herewith (the "Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. **Termination of Security Interest in Patent Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Patent Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Patent Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **APPLICABLE LAW.** THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF KENTUCKY, WITHOUT GIVING EFFECT TO KENTUCKY'S CHOICE OF LAW DOCTRINE.

[Signature page follows.]

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

DEBTOR:

SAM ACQUISITION, INC

By: Michael J. Kelley
Name: Michael J. Kelley
Title: Vice President

Acknowledged by:

THE BANK OF KENTUCKY, INC.

BY: Aric Hassel
NAME: Aric Hassel
TITLE: Vice President

Acknowledgement of Debtor

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 20th day of July, 2012, before me personally appeared Michael J. Kelley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAM ACQUISITION, INC, an Ohio corporation, who being by me duly sworn did depose, acknowledge and say that he/she is the duly elected Vice President of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



John R. Gierl

JOHN R. GIERL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

SCHEDULE 1

To

Patent Security Agreement

As of July 20, 2012

A. PATENTS OWNED BY SAM ACQUISITION, INC. PURSUANT TO AN ASSET PURCHASE AGREEMENT WITH STUEBING AUTOMATIC MACHINE COMPANY DATED JULY 6, 2012

Title	Country	Serial No.	Patent No.	Status	Issue Date
Calendar Slide & Hanger Tape	U.S.	11/051,948	7,251,875	Granted	
Calendar Slide	U.S.	10,369,408	6,988,330	Granted	
Calendar Slide	U.S.	29/200,796	D522,053	Granted	
Slotted Calendar Design	U.S.	29/205,753	D522,574	Granted	
Calendar Slide	Mexico	2003/011934	24672	Granted	

B. PATENT APPLICATIONS

United States Patent Applications			
<u>PATENT TITLE</u>	<u>SERIAL NUMBER</u>	<u>OWNER</u>	<u>FILING DATE</u>
None			

C. PATENT LICENSES

United States Patent Licenses (with copies of the licenses attached hereto)			
<u>PATENT TITLE</u>	<u>SERIAL NUMBER</u>	<u>OWNER</u>	<u>FILING DATE</u>
None			

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