

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RSA Engineered Products, LLC	08/10/2012
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6860519
CORRESPONDENCE DATA	
Fax Number:	3124996701
Phone:	(312) 499-6700
Email:	tapatterson@duanemorris.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:	Brian P. Kerwin
Address Line 1:	190 South LaSalle Street, Suite 3700
Address Line 2:	Duane Morris LLP
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	D6410-00053
NAME OF SUBMITTER:	Brian P. Kerwin
Total Attachments: 13 source=RSA Engineered Products, LLC (IPSA)#page1.tif source=RSA Engineered Products, LLC (IPSA)#page2.tif source=RSA Engineered Products, LLC (IPSA)#page3.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) dated as of August 10, 2012, is made by **RSA ENGINEERED PRODUCTS, LLC**, a Delaware limited liability company (“**Borrower**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation (together with its successors and assigns, “**Lender**”).

RECITALS

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the “**Liabilities**”, as defined in the Loan Agreement (collectively, the “**Obligations**”), Borrower hereby grants to the Lender a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**"); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "**Licenses**"); and

(iv) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "**Trade Secrets**").

3. Representations and Warranties. Borrower hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the Borrower's knowledge, none of the Intellectual Property owned by Borrower that is United States Intellectual Property and material to the Borrower's business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such material Intellectual Property is presently subsisting;

(ii) To the Borrower's knowledge, each of the registered United States Intellectual Property owned by Borrower and material to the Borrower's business is valid and enforceable;

(iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, and C hereto, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons, except for any applicable Permitted Liens;

(iv) Borrower has adopted, used and is currently using all of the United States Trademarks owned by the Borrower and material to the Borrower's business;

(v) As of the Closing Date, Borrower has no knowledge of any suits or actions commenced or threatened within the last three years with reference to or in connection with any of the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, and C hereto and is material to Borrower's business;

(vi) As of the Closing Date, in the last three years, to the Borrower's knowledge, no trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks owned by Borrower;

(vii) To the Borrower's knowledge, the Licenses are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and other similar laws from time to time in effect). To the Borrower's knowledge, as of the Closing Date each of the Licenses is in full force and effect and there is no default under any of the Licenses;

(viii) To the Borrower's knowledge, except as could not reasonably be expected to have a Material Adverse Effect, none of the Intellectual Property owned by Borrower that is United States Intellectual Property and material to Borrower's business infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Borrower, threatened claims, litigation, proceedings or other investigations regarding any such Intellectual Property; and

(ix) This Security Agreement has been executed and delivered on behalf of Borrower by a duly authorized officer of such Borrower.

4. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been Paid In Full and the Loan Agreement shall have been terminated in accordance with its terms, Borrower shall not, without the prior written consent of Lender, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the

Intellectual Property (except for Permitted Liens), and Borrower further agrees that except as specifically permitted by the Loan Agreement it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Lender under this Security Agreement.

5. New Intellectual Property. (i) Borrower hereby represents and warrants to Lender that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitutes all of the registered United States Patents, Trademarks and Copyrights (except with respect to unregistered Intellectual Property), as applicable, now owned by Borrower and material to Borrower's business. If, before all Obligations shall have been Paid In Full or before the Loan Agreement has been terminated in accordance with its terms, Borrower shall obtain rights to any new Intellectual Property, the provisions of this Security Agreement above shall automatically apply thereto and, with respect to any U.S. Patent, Trademark and Copyright registrations and applications Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to amend or modify this Security Agreement by amending or modifying Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Borrower's sole cost and expense). Upon Lender's reasonable request, Borrower agrees to duly and promptly execute and deliver any and all documents and instruments necessary to record or preserve Lender's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

(ii) Upon the reasonable request of Lender at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrower, Borrower shall promptly and duly take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Lender to grant a perfected security interest hereunder in any and all of Borrower's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Lender. Upon the execution and delivery of any such documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the Payment In Full of all Obligations and the termination of the Loan Agreement in accordance with its terms. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Intellectual Property shall be as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Lender to Borrower. Upon the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Lender as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of

the Copyrights to Lender as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Lender as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Security Agreement, the terms of the Loan Agreement shall control.

8. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Security Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

9. Duties of Borrower. Except as otherwise permitted by the Loan Agreement, Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been Paid In Full and the Loan Agreement has been terminated in accordance with its terms, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property owned by Borrower (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property owned by Borrower is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower. Borrower shall not knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Lender (which will not unreasonably be withheld), except for Intellectual Property that Borrower determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

10. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Lender shall commence any such

suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Lender in aid of such enforcement.

11. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

14. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full in cash and the Loan Agreement has been terminated in accordance with its terms.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Security Agreement or any of Borrower's obligations hereunder without the prior written consent of Lender.

16. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto

sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

17. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Security Agreement will be filed by the Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

18. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

19. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

20. SUBMISSION TO JURISDICTION. **BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY:**

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND

(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT SUCH

PARTY'S ADDRESS SET FORTH IN THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE LENDER SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (i) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (ii) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY.

NOTHING HEREIN SHALL AFFECT THE LENDER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT THE LENDER'S RIGHT TO BRING PROCEEDINGS AGAINST SUCH PARTIES IN ANY COURT OR ANY OTHER JURISDICTION.

21. JURY TRIAL WAIVER. EACH OF THE BORROWER AND THE LENDER HEREBY IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW), AS SEPARATELY BARGAINED FOR CONSIDERATION TO THE LENDER, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS SECURITY AGREEMENT OR ANY TRANSACTIONS RELATED HERETO, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY. EACH OF THE BORROWERS AND THE LENDER ACKNOWLEDGES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS PARAGRAPH.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

RSA ENGINEERED PRODUCTS, LLC

By: RSA Engineered Holding Company

Its: Manager

By: 

Name: Andrew Bushnell

Its: Vice President

Agreed and Accepted:

FIFTH THIRD BANK

By: _____

Name: Scott Kilgore

Its: Vice President

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

RSA ENGINEERED PRODUCTS, LLC

By: RSA Engineered Holding Company
Its: Manager

By: _____
Name:
Its:

Agreed and Accepted:

FIFTH THIRD BANK

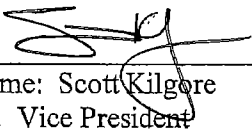
By:  _____
Name: Scott Kilgore
Its: Vice President

EXHIBIT A

PATENTS

<u>U.S. Patent No.</u>	<u>Patent Description</u>	<u>Registered Assignee</u>
6,860,519	Ball joint apparatus and method of fabrication	Borrower (f/k/a Avica, Inc.)

EXHIBIT B
TRADEMARKS

None.

EXHIBIT C
COPYRIGHTS

None.