#### 502052359 09/07/2012

# 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
Consolidated Systems, Inc.	01/23/2012

# RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent	
Street Address:	201 Merritt Seven	
Internal Address:	Attn: CSI Account Manager	
City:	Norwalk	
State/Country:	CONNECTICUT	
Postal Code:	06851	

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	7353584	

### CORRESPONDENCE DATA

Fax Number: 4048884190 Phone: 4048884267 Email: dcorey@hunton.com

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

Mail.

Correspondent Name: Hunton & Williams LLP

600 Peachtree Street NE, Suite 4100 Address Line 1:

Address Line 2: c/o Deborah Corey

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65431.00005
NAME OF SUBMITTER:	Deborah Corey

## Total Attachments: 4

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> **PATENT** REEL: 028921 FRAME: 0633

# PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 23, 2012, by CONSOLIDATED SYSTEMS, INC., a South Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated July 26, 2006, by and among Grantor, CONSOLIDATED SYSTEMS, INC., a South Carolina corporation, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Grantor hereby grants to Agent, and grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Patent Collateral</u>"):
  - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent

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pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms 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 Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

CONSOLIDATED SYSTEMS, INC.

Name: James W. Wise

Its: Vice President and CFO

# **ACKNOWLEDGMENT OF GRANTOR**

STATE OF _	5C	)
COUNTY OF	Richland	) ss. )

[Notary Seal]



Signature Page

# **SCHEDULE I**

to

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND LICENSES

# U.S. Patents

Patent Registration No.	Title	Patent Application No.	Issue Date	Filing Date	Current Owner	Status
7,353,584	Deck Tool	11/583,402	4/8/2008	10/18/2006	Consolidated Systems, Inc.	2nd MF due 10/8/2015
N/A	Panelization System and Method (PCT)	PCT/US09/ 32051	N/A	1/26/2009	Consolidated Systems, Inc.	Pending

Schedule I

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**RECORDED: 09/07/2012** 

PATENT REEL: 028921 FRAME: 0637