



Form PTO-1595 (Rev. 06-12)  
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01/02/2014



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S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Lex Products Corp.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 12/13/13

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

**2. Name and address of receiving party(ies)**

Name: Webster Bank, N.A.

Internal Address: \_\_\_\_\_

Street Address: 281 Tresser Boulevard

2 Stamford Plaza, 4th Floor

City: Stamford

State: CT

Country: USA Zip: 06484

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

US5493482, US7136278, US7254009,  
US7936279, US8152563, US8298012,  
US8328578

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Ivana Money, Paralegal

Internal Address: \_\_\_\_\_

Street Address: % Berkowitz, Trager & Trager  
8 Wright Street

City: Westport

State: CT Zip: 06880

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 7

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 280.00

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number

Authorized User Name 01/08/2014 HTON11 00000052 5493482  
01 FC:8021 280.00 01

**9. Signature:**

Ivana Money  
Signature

12/20/13

Date

Ivana Money, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT 02 2014  
REEL: 032106 FRAME: 0165

## PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of December 13, 2013, is made by LEX PRODUCTS CORP., a Connecticut corporation ("**Grantor**") for the benefit of WEBSTER BANK, N.A. ("**Secured Party**").

### Recitals

A. **Schedule A** hereto lists all registered patents and applications for patents in which Grantor is the owner.

B. Reference is made to that certain Security Agreement dated as of October 23, 2013 between Grantor and Secured Party (the "**Security Agreement**").

C. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

D. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any patents or patent applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings given them in the Security Agreement. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of Grantors' right, title and interest in and to: patents, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to on *Schedule A* hereto (as such exhibit may be amended or supplemented from time to time); (ii) all renewals and extensions thereof; (iii) the goodwill of the business associated therewith and symbolized thereby; (iv) all rights corresponding to any of the foregoing throughout the world; (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore; and (vi) all payments, income and royalties and rights to payments, income and royalties arising out of the sale, lease, license assignment or other disposition thereof.

"**Event of Default**" means (i) an Event of Default, as defined in the Security Agreement or any other loan agreement now in existence or hereafter entered into by Grantor and Secured Party, or (ii) any breach by Grantor of any of its obligations under this Agreement.

2. **Security Interest.** In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents. This security interest is in any and all rights that may exist or hereafter arise under any patent law now or hereinafter in effect in the United States of America or in any other country.

3. **Representations and Warranties.** Grantor represents and warrants that it owns each of the Patents listed on **Schedule A**, free and clear of any lien or encumbrance, and that the Patents listed on **Schedule A** include all Patents owned or controlled by Grantor as of the effective date hereof.

4. **Satisfaction.** Upon full payment or satisfaction of the Obligations and termination of the Security Agreement, this Agreement and the rights granted hereunder to Secured Party shall terminate and be of no further force and effect.

5. **Administration of Patents.** As long as no Event of Default shall have occurred and be continuing, Grantor may control and manage the Patents, including the right to receive and use the income, revenue, profits and royalties that arise from the use of the Patents and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Grantor shall give Secured Party prompt notice of any material change in the status of said Patents or Grantor's rights thereunder.

6. **Protection of Patents.** Grantor covenants that it will at its own expense protect, defend and maintain the Patents to the extent reasonably advisable in its business as determined by Grantor in its sole discretion, provided that if Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney's fees incurred by Secured Party in protecting, defending and maintaining the Patents.

7. **Remedies.** Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Patent; (c) enforce any Patent and any licenses thereunder; and/or (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Patents, against Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the

purposes of this Section 7, Grantor appoints Secured Party as its attorney-in-fact with the right, but not the duty, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Patents, (ii) grant or issue any exclusive or non-exclusive licenses under the Patents to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Patent. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Patents shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*[Remainder of page intentionally left blank; signature page follows]*



**Schedule A**

**Patents and Patent Applications**

<b>Title</b>	<b>Patent Number</b>	<b>Date</b>
Enhanced Portable Fluorescent Worklight	US5493482	2/20/1996
Enclosed Electrical Switchgear and Method of Manufacture	US7136278	11/14/2006
Enclosed Electrical Switchgear and Method of Manufacture	US7254009	8/7/2007
Apparatus and Method of Illuminating Indicator Lights	US7936279	5/3/2011
Electrical Connector Having A Spin Ring, A Pre Mold and Over Mold	US8152563	4/10/2012
Electrical Connector Having A Spin Ring and A Pre-Mold with a Wiggle Ring Groove	US8298012	10/30/2012
Electrical Connector and Method For Manufacturing Same	US8328578	12/11/2012