

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2728656

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECORDED DOCUMENT previously recorded on Reel 031995 Frame 0275. Assignor(s) hereby confirms the PATENT SECURITY AGREEMENT.
CONVEYING PARTY DATA	
Name	Execution Date
B&G EQUIPMENT COMPANY, INC. F/K/A B&G ACQ. CORP.	12/20/2013
RECEIVING PARTY DATA	
Name:	M&T BANK
Street Address:	2003 SOUTH EASTON ROAD
Internal Address:	SUITE 204
City:	DOYLESTOWN
State/Country:	PENNSYLVANIA
Postal Code:	18901
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	13024909
Patent Number:	6158166
Patent Number:	6164010
Patent Number:	6089412
Patent Number:	6497070
Patent Number:	6378243
Patent Number:	6474016
Patent Number:	6615535
Patent Number:	6792713
Patent Number:	7156052
Patent Number:	8028661
Patent Number:	8291637

CORRESPONDENCE DATA

Fax Number: (215)665-3165
Phone: 215-665-3217
Email: joseph.aceto@obermayer.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: JOSEPH ACETO
Address Line 1: 1617 J.F.K. BOULEVARD
Address Line 2: ONE PENN CENTER, 19TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-1895

ATTORNEY DOCKET NUMBER:	OBY94 M&T BANK
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NAME OF SUBMITTER:	JOSEPH F. ACETO
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Signature:	/Joseph F. Aceto/
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Date:	02/15/2014
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 24

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
B&G EQUIPMENT COMPANY, INC. F/K/A B&G ACQ. CORP.	12/20/2013
RECEIVING PARTY DATA	
Name:	M&T BANK
Street Address:	2003 SOUTH EASTON ROAD
Internal Address:	SUITE 204
City:	DOYLESTOWN
State/Country:	PENNSYLVANIA
Postal Code:	18901
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	13024909
Patent Number:	6158166
Patent Number:	6164010
Patent Number:	6089412
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Patent Number:	6474016
Patent Number:	6615535
Patent Number:	6792713
Patent Number:	7156052
Patent Number:	8028661
Patent Number:	8291637
CORRESPONDENCE DATA	
Fax Number:	(215)665-3165

PATENT**REEL: 032318 FRAME: 0909**

Phone: 215-665-3217
Email: joseph.aceto@obermayer.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: JOSEPH F. ACETO
Address Line 1: 1617 J.F.K. BOULEVARD
Address Line 2: ONE PENN CENTER, 19TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-1895

ATTORNEY DOCKET NUMBER:

OBY 94

NAME OF SUBMITTER:

JOSEPH F. ACETO

Signature:

/Joseph F. Aceto/

Date:

01/17/2014

Total Attachments: 5

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RECEIPT INFORMATION

EPAS ID: PAT2687644

Receipt Date: 01/17/2014

PATENT

PATENT ASSIGNMENT

WHEREAS, **B&G Equipment Company, Inc.** (f/k/a B&G Acq. Corp.), a Delaware corporation ("Assignor"), is the registered owner, holder or user of: (i) the United States Letter Patents and the inventions which are registered in the United States Patent and Trademark Office and set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patents and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patents which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"); (iii) any reissues, extension, division or continuation of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made to Borrower in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights").

WHEREAS, **M&T Bank**, a New York chartered bank and trust company, with a mailing address of 2003 South Easton Road, Suite 204, Doylestown, Pennsylvania 18901 ("Assignee"), is desirous of acquiring the Patent Rights;

NOW THEREFORE, for good and valuable consideration of the sum of One Dollar (\$1.00) in hand paid by Assignee, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its successors and assigns, does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Rights in the United States and in any and all other countries worldwide and all proceeds thereof and all Assignor's right, title, interest, claims and demands that Assignor has or may have in profits and damages for past and future infringements of the Patent Rights in the United States and in any and all other countries worldwide.

AND Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that Assignor will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to Patent Rights to Assignee, its successors, assigns, nominees, or legal representatives, and Assignor agrees to communicate to Assignee or to its nominee all known facts respecting Patent Rights, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for Patent Rights.

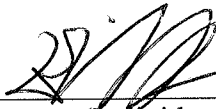
AND, Assignee, as attorney in fact, hereby authorizes and requests the Director of the

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Florida : SS
COUNTY OF Palm Beach :

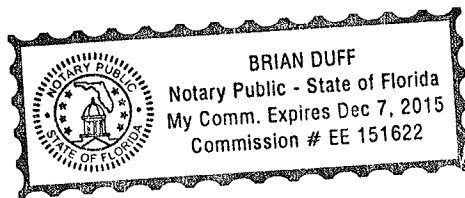
On this the 20 day of December, 2013 before me a Notary Public for the said County and State, personally appeared Cecil E. Patterson, III, known to me or satisfactorily proven to me to be the President of **B&G Equipment Company, Inc.** ("Assignor"), and he acknowledged to me that he executed the foregoing Patent Assignment on behalf of Assignor, and as the act and deed of Assignor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


(Individual Notary)

My Commission Expires:

Dec 7, 2013



SCHEDULE A TO PATENT ASSIGNMENT

I. PATENTS

PATENT TITLE	PATENT NO.	COUNTRY	FILING DATE	ISSUE DATE
Modular Pest Control System	6158166	USA	09/02/1998	12/12/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6164010	USA	09/02/1998	12/26/2000
Multipurpose Dispenser System	6089412	USA	10/16/1998	07/18/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6497070	USA	10/25/2000	12/24/2002
Modular Pest Control System	6378243	USA	10/25/2000	04/30/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6474016	USA	09/19/2001	11/05/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6615535	USA	10/09/2002	09/09/2003
Replenishable Pest Control Apparatus	6792713	USA	10/18/2002	09/21/2004

Apparatus for Applying Chemicals to Rodents	7156052	USA	10/21/2003	01/02/2007
Method for Applying Chemicals to Rodents	8028661	USA	09/16/2009	10/04/2011
Rodent Trap Including Presence Indicator Mechanism	8291637	USA	08/16/2010	10/23/2012

II. PATENTS PENDING

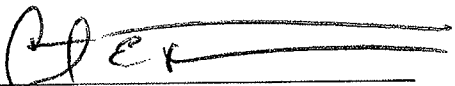
PATENT TITLE	APPLICATION NO.	COUNTRY	FILING DATE	ISSUE DATE
System and method for securing a rodent control device	13024909	USA	02/10/2011	N/A (patent pending)

U.S. Patent and Trademark Office to issue to Assignee, as assignee of entire right, title and interest, any and all Letters Patent for Patent Rights, including any and all Letters Patent of the United States of America which may be issued and granted on or as a result of the application(s) aforesaid, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the 20th day of December, 2013.

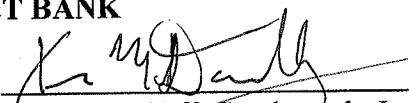
ASSIGNOR:

B&G EQUIPMENT COMPANY, INC.

By: 
Cecil E. Patterson, III, President

ASSIGNEE and ~~Attorney-in-Fact~~

M&T BANK

By: 
~~George (Jeff) Southworth, Jr.~~
~~Vice President BANKING Officer~~
Kevin M. Donnelly

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PTAS number : 502641035.
Reel/Frame : 031995/0275

Recordation Date: January 17, 2014

Assignor : B&G Equipment Company, Inc. F/K/A B&G ACQ.Corp.
Assignee : M&T Bank

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Affidavit Identifying Recordation Error and Requesting Correction
MPEP 323.01(b)

Dear Sir/madam:

On January 17, 2014, an assignment was filed intending to record a security interest in US patents 6158166; 6164010; 6089412; 6497070; 6378243; 6474016; 6615535; 6792713; 7156052; 8028661; 8291637 and US patent application number 13024909. As submitter, however, I inadvertently filed only an executed version of an exhibit to the Patent Security Agreement which was to evidence the security interest and not the entire Security Agreement. The exhibit, which was merely an example of the form of assignment to be used if the borrower defaulted, was unintentionally filed as the recording document between the parties. The correct document should have been the Patent Security Agreement itself so as to record only the grant of a security interest, and not a transfer of all title and interest as an assignment.

Accordingly, as counsel for assignee, I submit that the foregoing true facts are provided to request that the originally recorded erroneous document be corrected with a new document to properly reflect only the grant of a security interest as intended by the parties. To this end, documentation is being provided with this affidavit corresponding to the original cover sheet, the original recorded document, a corrected cover sheet, and the corrected document reflecting the intentions of the parties.

Respectfully submitted,

/Joseph F. Aceto/
Joseph F. Aceto
Reg. No. 50701
215-665-3217

Date: February 15, 2014

PATENT SECURITY AGREEMENT

This Patent Security Agreement ("Agreement") is made this 20th day of December 2013 by **B&G Equipment Company, Inc.** (f/k/a B&G Acq. Corp.), a Delaware corporation with a mailing address of 135 Region South Drive, Jackson, Georgia 30233 ("Borrower") and delivered to **M&T Bank**, a New York chartered bank and trust company with a mailing address of 2003 South Easton Road, Suite 204, Doylestown, Pennsylvania 18901 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan Agreement, of even date herewith, by and between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's Patent Collateral (as defined herein), and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has rights with respect to: (i) the United States Letters Patents and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patents which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"); (iii) any reissues, extension, division or continuation of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made to Borrower in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Patent Collateral and the registration thereof, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Patent Collateral confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of the Patent Rights and all proceeds thereof and all Borrower's right, title, interest, claims and demands that Borrower has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

2. Borrower hereby covenants and agrees to maintain the Patent Collateral as permitted under applicable law in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents, warrants and covenants to Lender that:

(a) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Collateral as set forth on Schedule "A".

(b) The Patent Collateral is subsisting and has not been adjudged invalid or unenforceable;

(c) All of the Patent Rights are registered, valid and enforceable;

(d) All of the Patent Collateral is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;

(e) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral;

(f) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(g) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 35 U.S.C. § 1 *et seq.* and any other applicable statutes, rules and regulations in connection with its use of the Patent Collateral except where failure to comply would not have a material adverse effect on Borrower or its property; and

(h) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Patent Collateral and hereby grants to Lender and its employees and agents the right (with no obligation

of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Patent Collateral and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(h).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Patent Collateral, the provisions of this Agreement shall automatically apply thereto and such Patent Collateral shall be deemed part of the Patent Collateral. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Patent Collateral; and (ii) Lender shall have no right to use the Patent Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Collateral to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patent Collateral to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the Commonwealth of Pennsylvania, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute a Patent Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue

hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all of Borrower's Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Patent Collateral.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Patent Collateral pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Patent Collateral, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Patent Collateral belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Patent Collateral without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Patent Collateral, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon

demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. 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, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Patent Collateral, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Borrower may not transfer, assign or delegate any of its duties or obligations hereunder.

17. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

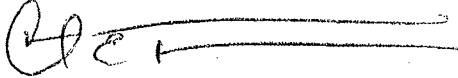
18. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*. Borrower irrevocably agrees to service of process by certified mail, return receipt requested, to the address of the appropriate party set forth in the preamble of this Agreement.

19. BORROWER (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED

TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.


IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement, under seal, the day and year first above written.

Borrower:
B&G EQUIPMENT COMPANY, INC.

By: 
Cecil E. Patterson, III, President

Approved and Accepted:

M&T BANK

By: 
George (Jeff) Southworth, Jr.
Vice President
KEVIN M. DONNELLY
BANKING OFFICER

Schedule A to Patent Security Agreement

I. PATENTS

PATENT TITLE	PATENT NO.	COUNTRY	FILING DATE	ISSUE DATE
Modular Pest Control System	6158166	USA	09/02/1998	12/12/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6164010	USA	09/02/1998	12/26/2000
Multipurpose Dispenser System	6089412	USA	10/16/1998	07/18/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6497070	USA	10/25/2000	12/24/2002
Modular Pest Control System	6378243	USA	10/25/2000	04/30/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6474016	USA	09/19/2001	11/05/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6615535	USA	10/09/2002	09/09/2003
Replenishable Pest Control Apparatus	6792713	USA	10/18/2002	09/21/2004

Apparatus for Applying Chemicals to Rodents	7156052	USA	10/21/2003	01/02/2007
Method for Applying Chemicals to Rodents	8028661	USA	09/16/2009	10/04/2011
Rodent Trap Including Presence Indicator Mechanism	8291637	USA	08/16/2010	10/23/2012

II. PATENTS PENDING

PATENT TITLE	APPLICATION NO.	COUNTRY	FILING DATE	ISSUE DATE
System and method for securing a rodent control device	13024909	USA	02/10/2011	N/A (patent pending)

Exhibit 1 to Patent Security Agreement

PATENT ASSIGNMENT

WHEREAS, **B&G Equipment Company, Inc.** (f/k/a B&G Acq. Corp.), a Delaware corporation ("Assignor"), is the registered owner, holder or user of: (i) the United States Letter Patents and the inventions which are registered in the United States Patent and Trademark Office and set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patents and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patents which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"); (iii) any reissues, extension, division or continuation of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and (iv) all future royalties or other fees paid or payments made to Borrower in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights").

WHEREAS, **M&T Bank**, a New York chartered bank and trust company, with a mailing address of 2003 South Easton Road, Suite 204, Doylestown, Pennsylvania 18901 ("Assignee"), is desirous of acquiring the Patent Rights;

NOW THEREFORE, for good and valuable consideration of the sum of One Dollar (\$1.00) in hand paid by Assignee, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, its successors and assigns, does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Rights in the United States and in any and all other countries worldwide and all proceeds thereof and all Assignor's right, title, interest, claims and demands that Assignor has or may have in profits and damages for past and future infringements of the Patent Rights in the United States and in any and all other countries worldwide.

AND Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that Assignor will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to Patent Rights to Assignee, its successors, assigns, nominees, or legal representatives, and Assignor agrees to communicate to Assignee or to its nominee all known facts respecting Patent Rights, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for Patent Rights.

AND, Assignee, as attorney in fact, hereby authorizes and requests the Director of the U.S. Patent and Trademark Office to issue to Assignee, as assignee of entire right, title and interest, any and all Letters Patent for Patent Rights, including any and all Letters Patent of the United States of America which may be issued and granted on or as a result of the application(s) aforesaid, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the _____ day of December, 2013.

ASSIGNOR:

B&G EQUIPMENT COMPANY, INC.

By: _____
Cecil E. Patterson, III, President

ASSIGNEE and Attorney-in-Fact

M&T BANK

By: _____
George (Jeff) Southworth, Jr.
Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared Cecil E. Patterson, III, known to me or satisfactorily proven to me to be the President of **B&G Equipment Company, Inc.** ("Assignor"), and he acknowledged to me that he executed the foregoing Patent Assignment on behalf of Assignor, and as the act and deed of Assignor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____;

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared George (Jeff) Southworth, Jr., known to me or satisfactorily proven to me to be the Vice President of **M&T Bank** ("Assignee"), and he acknowledged to me that he executed the foregoing Patent Assignment on behalf of Assignee, and as the act and deed of Assignee for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

Verfassen Sie den oder diese(n) Kommentar(en) zu dem oder diesen Texten. Geben Sie jeweils eine Bewertung an (1 = nicht relevant, 2 = relevant, 3 = sehr relevant).

SCHEDULE A TO PATENT ASSIGNMENT

I. PATENTS

PATENT TITLE	PATENT NO.	COUNTRY	FILING DATE	ISSUE DATE
Modular Pest Control System	6158166	USA	09/02/1998	12/12/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6164010	USA	09/02/1998	12/26/2000
Multipurpose Dispenser System	6089412	USA	10/16/1998	07/18/2000
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Different Physical Consistencies	6497070	USA	10/25/2000	12/24/2002
Modular Pest Control System	6378243	USA	10/25/2000	04/30/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6474016	USA	09/19/2001	11/05/2002
Pest Control System Including Compartments Having Areas for Receiving Pest Control Materials of Differing Physical Consistencies	6615535	USA	10/09/2002	09/09/2003
Replenishable Pest Control Apparatus	6792713	USA	10/18/2002	09/21/2004

Apparatus for Applying Chemicals to Rodents	7156052	USA	10/21/2003	01/02/2007
Method for Applying Chemicals to Rodents	8028661	USA	09/16/2009	10/04/2011
Rodent Trap Including Presence Indicator Mechanism	8291637	USA	08/16/2010	10/23/2012

II. PATENTS PENDING

PATENT TITLE	APPLICATION NO.	COUNTRY	FILING DATE	ISSUE DATE
System and method for securing a rodent control device	13024909	USA	02/10/2011	N/A (patent pending)

POWER OF ATTORNEY

B&G Equipment Company, Inc. (f/k/a B&G Acq. Corp.), a Delaware corporation with a mailing address of 135 Region South Drive, Jackson, Georgia 30233 ("Assignor"), hereby authorizes **M&T Bank**, its successors and assigns, and any officer or agent thereof (collectively "Assignee") as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, assignments, documents, papers and instruments necessary for Assignee to enforce and effectuate its rights under a certain Patent Security Agreement between Assignor and Assignee, dated of even date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the ("Patent Agreement")), including, without limitation, the power to use the Patents (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patents.

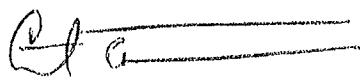
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan Agreement bearing even date herewith, entered into by and between Assignor and Assignee, as it may be supplemented, restated, superseded, amended or replaced from time to time.

Assignor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the duration of the Patent Agreement.

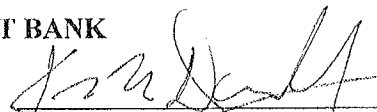
IN WITNESS WHEREOF, the Assignor has executed this Power of Attorney, under seal, this 20th day of December, 2013.

B&G EQUIPMENT COMPANY, INC.

By: 
Cecil E. Patterson, III, President

AGREED AND ACCEPTED:

M&T BANK

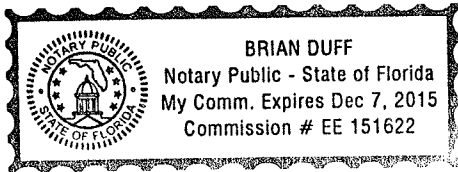
By: 
George (Jeff) Southworth, Jr.
Vice President ~~KEVIN M. DONNELLY~~
BANKING OFFICER


CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA
STATE OF Florida
COUNTY OF Palm Beach

:
:
: SS

On this 20 day of Dec, 2013, before me personally appeared Cecil E. Patterson, III, to me known and being duly sworn, deposes and says that he is the President of **B&G Equipment Company, Inc.**, the Assignor corporation described in the foregoing Power of Attorney; that he/she knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.





Notary Public

My Commission Expires: Dec 7 2015