

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3739975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM J SELBY	02/12/2016
RECEIVING PARTY DATA	
Name:	ROCKLAND TRUST COMPANY
Street Address:	288 UNION STREET
City:	ROCKLAND
State/Country:	MASSACHUSETTS
Postal Code:	02370
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6209174
Patent Number:	7014266
Patent Number:	8210464
Patent Number:	8262014
Patent Number:	8844735
Patent Number:	D509147
Patent Number:	D503337
Patent Number:	D510485
Patent Number:	D537218
Patent Number:	D626429
Patent Number:	D638721
Patent Number:	D677077
Patent Number:	D698107
Patent Number:	D698108
Patent Number:	D728080
CORRESPONDENCE DATA	
Fax Number:	(781)235-5577
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	781-235-5500

Email: egoldberg@wcfllp.com
Correspondent Name: ERIC B GOLDBERG
Address Line 1: 20 WILLIAM STREET
Address Line 2: SUITE 130
Address Line 4: WELLESLEY, MASSACHUSETTS 02481

NAME OF SUBMITTER: ERIC B GOLDBERG

SIGNATURE: /Eric B Goldberg/

DATE SIGNED: 02/16/2016

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

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time (this "Agreement"), is entered into as of February 12, 2016 by and between William J. Selby, an individual having an address of 14 Gibson Way, Stoughton, (the "Debtor"), and Rockland Trust Company, having a mailing address of 288 Union Street, Rockland, MA 02370 (the "Secured Party").

RECITALS

Debtor and his affiliates have entered into and various loan transactions with Secured Party all as set forth in a forbearance agreement of even date herewith by and among the Secured Party, Debtor and his affiliates (the "Forbearance Agreement").

The Debtor and Secured Party have agreed that the Debtor shall grant to the Secured Party a security interest in all of the intellectual property owned by the Debtor and have entered into this Agreement to reflect such security interest in favor of the Secured Party. In recognition of the Debtor's agreement to grant the Secured Party a security interest in all of the Debtor's intellectual property, the Debtor acknowledges and authorizes the Secured Party to file any corresponding Uniform Commercial Code financing statements to confirm that the Debtor has granted Secured Party a security interest in all of the Debtor's intellectual property.

Accordingly, Debtor and Secured Party, hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the meanings set forth below, or if not defined herein shall have the meanings ascribed to them in the Forbearance Agreement.

"Copyrights" shall mean any and all of Debtor's copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Copyrights") (Exhibit C is blank because no issued, pending or unregistered copyrights have been identified by Debtor).

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof (Exhibit C is blank because no issued, pending or unregistered copyrights have been identified by Debtor).

"General Intangibles" shall have the meaning assigned to such term in the Massachusetts Uniform Commercial Code as amended from time to time.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Patent Licenses, the Trademark Licenses and the Copyright Licenses.

“Obligation(s)” shall have the meaning assigned to such term in the Forbearance Agreement.

“Patents” shall mean all letters patent and applications for letters patent of Debtor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on Exhibit A annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Debtor, whether registered or unregistered, including, without limitation, the trademarks listed on Exhibit B annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

“US Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

2. **GRANT OF SECURITY INTEREST:** As further security for the payment or performance in full of the Obligations, the Debtor hereby grants to the Secured Party a continuing security interest, with a power of sale (which power of sale shall be exercisable only during an Event of Default), in all of the present and future right, title and interest of the Debtor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

(a) all Patents and Patent Licenses as defined above in this Agreement and including without limitation all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding

thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing;

(b) all Trademarks and Trademark Licenses as defined above in this Agreement and including without limitation all trademarks, licenses service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(c) all Copyrights and Copyright License as defined above in this Agreement and including without limitation all common law and statutory copyrights and copyright registrations, licenses, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright (Exhibit C is blank because no issued, pending or unregistered copyrights have been identified by Debtor);

(d) all General Intangibles connected with the use of, or related to, any and all of the Intellectual Property (including, without limitation, all goodwill of the Debtor and his business, products and services appurtenant to, associated with, or symbolized by, any or all of the Intellectual Property and the use thereof);

(e) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(f) the right (but not the obligation) to sue for past, present and future infringements and dilutions of any of the foregoing;

(g) all of the Debtor's rights corresponding to any of the foregoing throughout the world; and

(h) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the Massachusetts Uniform Commercial Code, as amended or supplemented from time to time.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY DEBTOR:** Except as set forth below in this Section 3, the Debtor shall undertake the following with respect to the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Copyrights and the Copyright Licenses (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Debtor's sole cost, expense and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Debtor's sole cost, expense and risk, take any and all action which the Debtor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

In addition, and notwithstanding the foregoing, so long as no Event of Default has occurred, and no material adverse effect would result therefrom, the Debtor shall not have an obligation to use or to maintain any Intellectual Property (i) that in the Debtor's reasonable business judgment, the Debtor deems no longer necessary for the conduct of his business, (ii) that relates solely to any product, that has been discontinued, abandoned or terminated or (iii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property shall not have a material adverse effect on the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **DEBTOR'S REPRESENTATIONS AND WARRANTIES:** The Debtor represents and warrants that:

(a) Exhibit A is a true, correct and complete list of all Patents and Patent Licenses owned by the Debtor as of the date hereof.

(b) Exhibit B is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Debtor as of the date hereof.

(c) Exhibit C is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Debtor as of the date hereof.

(d) Except as set forth in Exhibits A, B and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Debtor is the licensor or franchisor.

(d) All IP Collateral owned by the Debtor is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person, other than liens in favor of the Secured Party and such other liens, claims and encumbrances as may be permitted by the Forbearance Agreement, the Loan Documents or by the Secured Party in its sole and absolute discretion from time to time in writing.

(e) The Debtor owns, or is licensed to use, all Intellectual Property necessary for the conduct of his business as currently conducted. As of the date hereof, no material claim has been asserted and is pending by any Person challenging or questioning the use by the Debtor of any of his Intellectual Property or the validity or effectiveness of any of his Intellectual Property, nor does the Debtor know of any valid basis for any such claim. To the knowledge of the Debtor, the use by the Debtor of the Intellectual Property does not infringe the rights of any Person. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of,

or the Debtor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of the Debtor.

(f) The Debtor shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following: (i) the Debtor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of the Debtor's business), (ii) the Debtor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of Debtor's business), (iii) the Debtor's entering into any new Licenses, (iv) the Debtor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, or any court or tribunal) regarding Debtor's ownership of, or the validity of, any material Intellectual Property or the Debtor's right to register the same or to own and maintain the same.

5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(f), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Secured Party, the Debtor shall execute and deliver and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in any Patent or Trademark and the goodwill and General Intangibles of the Debtor relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Debtor hereby constitutes the Secured Party as his attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. DEBTOR'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY: Prior to the Secured Party's giving of notice to the Debtor following the occurrence of an Event of Default, the Debtor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Debtor to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) The Debtor first provides the Secured Party with written notice of the Debtor's intention to so sue for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Debtor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) After the occurrence of any Event of Default, the Secured Party, by notice to the Debtor, may terminate or limit Debtor's rights under this Section 6.

7. SECURED PARTY'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY: In the event of:

- (a) The Debtor's failure, within five (5) days of written notice from the Secured Party, to cure any failure by the Debtor to observe or perform any of the Debtor's covenants, agreements or other obligations hereunder; and/or
- (b) The occurrence any other Event of Default,

The Secured Party, acting in its own name or in that of the Debtor, may (but shall not be required to) act in the Debtor's place and stead and/or in the Secured Party's own right in connection therewith.

8. RIGHTS UPON DEFAULT: After the occurrence of an Event of Default, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts with respect to the IP Collateral, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that Secured Party is authorized to exercise such rights and remedies.

9. SECURED PARTY AS ATTORNEY IN FACT:

(a) The Debtor hereby irrevocably constitutes and designates the Secured Party as and for the Debtor's attorney in fact, effective following the occurrence of an Event of Default: (i) to supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Debtor, (ii) to exercise any of the rights and powers referenced herein, and (iii) to execute all such instruments, documents, and papers as the Secured Party reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith or constituted willful misconduct.

10. SECURED PARTY'S RIGHTS:

(a) Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Forbearance Agreement and Loan Documents shall be coextensive with the Secured Party's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Forbearance Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Secured Party any

present right, title or interest in and to the Intellectual Property, which right, title and interest is effective only following the occurrence of any Event of Default.

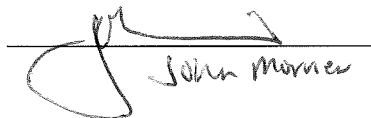
11. **INTENT:** This Agreement is being executed and delivered by the Debtor for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and with the US Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of the security interest granted to the Secured Party under the Loan Documents or Forbearance Agreement. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Documents, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Documents with respect to all other Collateral.

12. **CHOICE OF LAW:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

13. **AUTHORIZATION FOR FILING FINANCING STATEMENTS:** The Debtor authorizes the Secured Party to prepare and file at any time any financing statements, continuation statements, and amendments thereto, with respect to the Collateral and with respect to the IP Collateral.

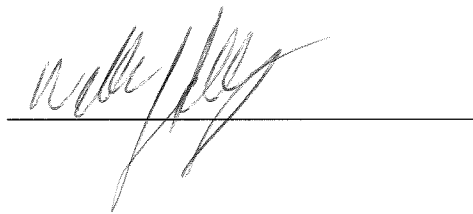
IN WITNESS WHEREOF, Debtor and Secured Party respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

WITNESS:


John Morner

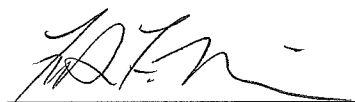
DEBTOR:

WILLIAM J. SELBY



SECURED PARTY:

ROCKLAND TRUST COMPANY



By:


Name: MICHAEL SANDERSON

Title:

Vice President

EXHIBIT A**List of Patents and Patent Licenses
Patents and Patent Applications**

Title	Serial No.	Filing Date	Patent No.	Issue Date
One-Piece Molded Strap	09/226,438	1/6/1999	6,209,174	4/3/2001
Kneeler Seat	10/841,733	5/7/2004	7,014,266	3/21/2006
Device for Storing and Displaying Flexible Tubing	12/786,715	5/25/2010	8,210,464	7/3/2012
Device for Storing and Displaying Flexible Tubing	12/964,809	12/10/2010	8,262,014	9/11/2012
Display Rack	13/572,959	8/13/2012	8,844,735	9/30/2014
Package for Flexible Tubing	D/195,436	12/11/2003	D509,147	9/6/2005
Package for Flexible Tubing	D/195,446	12/11/2003	D503,337	3/29/2005
Kneeler Seat	D/204,982	5/7/2004	D510,485	10/11/2005
Washing Machine Hose	D/251,755	1/12/2006	D537,218	2/20/2007
Display Box	D/361,279	5/9/2010	D626,429	11/2/2010
Display Box	D/377,984	10/28/2010	D638,721	5/31/2011
Display Rack	D/429,509	8/13/2012	D677,077	3/5/2013
Washing Machine Hose	D/433,010	1/11/2013	D698,107	1/21/2014
Washing Machine Hose	D/443,014	1/31/2013	D698,108	1/21/2014
Self Priming Hose	D/491,466	5/21/2014	D728,080	4/28/2015
Display Rack (unpublished as of January 29, 2016)	14/500,936	9/29/2014	na	na

EXHIBIT B
List of Trademarks and Trademark Licenses
Trademark Registrations and Applications

EXHIBIT C

List of Copyrights

Issued Copyrights

Copyright Description Registration No. Date of Issuance

Pending Copyright Applications

Unregistered Copyrights