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08-28-1998

Attorney Docket No.: 6987-AFF



To the U.S. Patent and Trademark Office, Office

100768154

Send original documents or copy thereof.

1. Name of conveying party(ies):

Aldan Industries, Inc.

MIP
8-28-98

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

Summit Bank
4900 Route 70
Pennsauken, NJ 08109

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: NJ/PA
- Other:

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

HO [X] Other: Corrective cover sheet to correct (1) nature of conveyance from Assignment to Security Interest agreement; (2) typographical error at Item #4 from App. No. 75/13508 to 75/135086; (3) Reg. No. 1931601 should be removed, all of which were previously recorded at Reel 1637/0170 on 9/8/97.

Execution Date: July 28, 1997

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

75/135086

TM

B. Trademark Registration No.(s):

1226707	1923720	1790437
1603828	0695733	2019742
1954625	1614930	2052423

5. Name and address of party to whom correspondence document should be mailed:

ROBERTA JACOBS-MEADWAY, ESQ.
PANITCH SCHWARZE JACOBS & NADEL, P.C.
2005 Market Street - 22nd Floor
Philadelphia, PA 19103-7086
Telephone: (215) 567-2020
Facsimile: (215) 567-2991
E-Mail: psjn@psjn.com

6. Total number of applications and registrations involved: [10]

7 Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
9 x \$25.00 = \$ **225.00**

Authorized to be charged to deposit account

8. Deposit account number: 16-0235

DO NOT USE THIS SPACE

chg 265

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roberta Jacobs-Meadway
Name of Person Signing

Signature

August 26, 1998
Date

Total number of pages including cover sheet, attachments and document: [13]

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES is made effective as of the 28th day of July, 1997 by and among ALDAN INDUSTRIES, INC. ("Assignor") and SUMMIT BANK ("Assignee").

BACKGROUND

Pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith by and between Assignee and Assignor (such Amended and Restated Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"). Assignor agreed to assign to Assignee, and to grant to Assignee a security interest in, all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

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, Assignor, intending to be legally bound, 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 capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby fully assigns, transfers and conveys to Assignee, free and clear of all liens, claims and encumbrances of any kind, other than in favor of Assignee, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed:

(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 made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, 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 servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items

described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, 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, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and

(iv) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(v) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section**

2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4.

5. Royalties; Term. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. After the occurrence of an Event of Default, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to materially adversely change the quality of said products without Assignee's express written consent, and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Reassignment. This Assignment is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. After the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the

Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, 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.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be 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 Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, 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. Assignor hereby authorizes Assignee, following the occurrence of any Event of Default, to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 4 hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

14. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

ALDAN INDUSTRIES, INC.

By: [Signature]
Name/Title: EDWARD T. WINTON, PRESIDENT

(CORPORATE SEAL)

Attest: [Signature]
Name/Title: THE HONORABLE JAMES J. WILSON, JUDGE

AGREED TO AND ACCEPTED BY:

SUMMIT BANK

By: [Signature]
David W. Blood, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this 28th day of July, 1997, before me, a Notary Public, personally appeared EDWIN T. WINTER who acknowledged himself to be a duly acting PRESIDENT of Aldan Industries, Inc., a Pennsylvania corporation, and that he as such PRESIDENT being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such PRESIDENT on behalf of the Assignor

Celeste M. Dolg

Notary Public
My Commission Expires:

Notarial Seal
Celeste M. Dolg, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Sept. 8, 1997
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF PHILADELPHIA :

On this 28th day of July, 1997, before me, a Notary Public, personally appeared **David W. Blood**, who acknowledged himself to be a Vice President of Sununit Bank, and that he as such Vice President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such Vice President on behalf of the Assignee.

Celeste M. Doige

Notary Public
My Commission Expires:

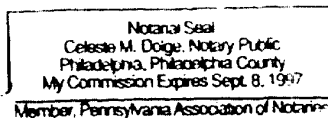


EXHIBIT "A"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Patents

NONE

BLU 15976_1/RJJ1346/SUM009 126438

TRADEMARK 080597/10 40
REF: 1637 FRAME: 0178

TRADEMARK
REEL: 1744 FRAME: 0688

EXHIBIT "B"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Trademarks

Country	Registration/ Application No.	Registration Date	Expiration Date	Trademark
USA	1226707	08FE1983	08FE2003	SUNG 'N DRY
USA	1931601	31OC1995	31OC2005	ELECTRO SHIELD
CAN	78/742	25JU1997		ELECTROSHIELDAND DESIGN
GRB	2020318	12MY1995	12MY2005	ELECTROSHIELDAND DESIGN
USA	1954625	06FE1996	06FE2006	ELECTROSHIELDAND DESIGN
USA	75/13508	15JU1996		PUDDLE PADS
USA	1923720	03OC1995	03OC2005	BREATHE-TEX
USA	0695733	05AP1960	05AP2000	ALDURA
CAN	0391109	06DE1991	06DE2006	CHILD-BABY FANCIFUL DESIGN
GER	1173661	29JA1990	29JA2000	BABY LOGO
USA	1603828	26JE1990	26JE2000	BABY DESIGN
USA	1614930	25SE1990	25SE2000	AMERICARE
USA	1790437	31AU1993	31AU2003	AMERICARE
CAN	78/742	25JU1997		SHIELD DEVICE
GRB	2020319	12MY1995	12MY2005	SHIELD DEVICE
USA	2019742	26NO1996	26NO2006	LIGHTENING BOLT ACROSS BADGE
USA	2052423	15AP1997	15AP2007	AMERICARE

EXHIBIT "C"
TO
ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Copyrights

NONE

EXHIBIT "D"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Licenses

NONE

BLU:15976 1/RJJ13-46/SUM009-126438

RECORDED: 09/08/1997

RECORDED: 08/28/1998

080597:10 40

TRADEMARK

REF: 1637 TRADEMARK

REEL: 1744 FRAME: 0691