FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-23-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MAP 2.2.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 09 14 1999

Name: Innovative Home Products, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Congress Financial Corporation (Central)

DBA/AKA/TA:

Composed of:

Address (line 1): 150 South Wacker Drive, Suite 2200

Address (line 2):

Address (line 3): Chicago (City) Illinois, U.S.A. (State/Country) 60606 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Illinois

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02/22/2000 DNGUYEN 00000243 1990775

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO
Federal Research Corporation
400 Seventh St. N.W. Suite 104
Washington, DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 16

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1990775	1876333	0939635
			1954016	1489014	1140279

Number of Properties

Enter the total number of properties involved. # 06

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 165-00

Method of Payment: Enclosed ☐ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje	Stuart W. Rathje	1/27/00
Name of Person Signing	Signature	Date Signed

PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE (the "Mortgage") made as of this 14th day of September, 1999, between Innovative Home Products, Inc., a Delaware corporation, with its principal business and chief executive office at 2400 East Lincoln Road, Birmingham, Michigan 48009 ("Mortgagor") and Congress Financial Corporation (Central), with an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 ("Mortgagee"):

W I T N E S S E T H

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith, as amended and supplemented (the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses of such items to or from third parties;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants a security interest in and mortgages to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, to the extent permitted by law, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired (the "Intellectual Property"):

(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 hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or 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) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due 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 trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit C attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iv) license agreements (to the extent such license agreements may be assigned or a security interest therein be granted without violating the terms of any such license agreement) with respect to any of the Patents, the Trademarks, or the Copyrights or any other patent, trademark, service mark, copyright or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

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

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3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or, to the best of Mortgagor's knowledge, License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;

(ii) to the best of Mortgagor's knowledge, each Patent, Trademark, Copyright and License is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks, Copyrights or Licenses, or enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees that it shall 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 transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, Copyrights and Licenses. Mortgagor 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 and Licenses now owned by Mortgagor. If, before Mortgagor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing federally registered Patents, Trademarks or Copyrights of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new federally registered Patents, Trademarks or Copyrights, or (iii) become entitled to the benefit

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of any federally registered Patents, Trademarks or Copyrights which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks or Copyrights.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon the occurrence and during the continuation of an Event of Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's reasonable request in writing from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Obligations and termination of the Financing Agreements, this Agreement shall terminate and Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.

9. Expenses. All expenses reasonably incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor and shall be charged against the Obligations.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark, copyright or service mark applications pending as

of the date hereof or hereafter until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, on all uncopyrighted but copyrightable works, and on trademarks and service marks if the value thereof could reasonably be expected to justify the cost of such application, (iii) take all reasonable steps to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, and (iv) to ensure that the Patents, Trademark, Copyrights and Licenses are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

11. Mortgagee's Right to Sue. After the occurrence and during the continuation of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the written request of Mortgagee, do any and all lawful acts and execute any and all proper documents reasonably required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held 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 Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks,

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Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor 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 Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Mortgage as of the date first written above.

INNOVATIVE HOME PRODUCTS, INC.

By _____
Its President/CEO

CONGRESS FINANCIAL CORPORATION
(CENTRAL)

By _____
Its Sr Vice Pres

TRADEMARK
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 14th day of September, 1999, by Stephen P. Anderson, personally known to me to be the President and C.E.O. of Innovative Home Products, Inc., a Delaware corporation, on behalf of such corporation.

Laura E Rodey
Notary Public

My Commission Expires:

2-22-03

"OFFICIAL SEAL"
LAURA E. RODEY
Notary Public, State of Illinois
My Commission Expires Feb. 22, 2003

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 23rd day of September, 1999, by George Kalesnik, personally known to me to be the Senior Vice President of Congress Financial Corporation (Central), an Illinois corporation, on behalf of such corporation.

OFFICIAL SEAL
NANCY WEGRZYN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/00

Nancy Wegrzyn
Notary Public

My Commission Expires:

March 31, 2000

THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:

Joseph M. Martin
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

Exhibit A

TITLE	COUNTRY	SERIAL NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS
Data Communication System for activating remote loads	United States	156,102 4,315,261 (reexam. No. B4,315,261)	6/3/80 2/9/82	Issued – Expires 6/3/2000
Garage Door Operator with Gas Sensor	United States	140,047 4,338,526	4/14/80 7/6/82	Issued – Expires 4/14/2000
Home Security and Garage Door Operator System	Unites States	140,045 4,360,801	4/12/80 11/23/82	Issued – Expires 4/14/2000
Home Security and Garage Door Operator System	United States	353,551 4,464,651 (div. of SN 140,045)	3/1/82 8/7/84	Issued – 11½ year maint. fee was paid. Expires 4/14/2000
Accessory-Expandable, Radio-Controlled, Door Operator With Multiple Security Levels	United States	858,651 4,808,995	5/2/86 2/28/89	Issued - 11½ year maintenance fee due 8/28/2000
Automatic Garage Door Operator with Remote Load Control	United States	111,408 4,847,542	10/22/87 7/11/89	Issued - 11½ year maintenance fee due 1/11/2001
Automatic Garage With Remote Load Control	United States	356,010 4,929,877 (div. of SN 111,408)	5/23/89 5/29/90	Issued - 11½ year maintenance fee due 11/29/2001
Remote Control System With Teach/Learn Setting Of Identification Code	United States	343,921 5,148,159	4/26/89 9/15/92	Issued - 7½ year maintenance fee due 3/15/2000

Continuously Monitored Supplemental Obstruction Detector For Garage Door Operator	United States	750,102 5,191,268	8/26/91 3/2/93	Issued - 7½ year maintenance fee due 9/2/2000
Automatic Door Operator Including Electronic Travel Detection	United States	496,796 5,218,282	3/22/90 6/8/93	Issued - 7½ year maintenance fee due 12/8/2000
Door Opener Control With Adaptive Limits And Method Therefor	United States	966,365 5,278,480	10/26/92 1/11/94	Issued - 7½ year maintenance fee due 7/11/2001
Garage Door Operator With Pedestrian Light Control	United States	020,383 5,282,337	2/22/93 2/1/94	Issued - 7½ year maintenance fee due 8/1/2001
Method and Apparatus for Self-Biasing a light beam obstacle detector with a bias light	United States	985,961 5,286,967	12/4/92 2/15/94	Issued - 7½ year maintenance fee due 8/15/2001
Monitored Radio Frequency Door Edge Sensor	United States	265,761 5,412,297	6/27/94 5/2/95	Issued - 7½ year maintenance fee due 11/2/2002

Exhibit B

MARK	COUNTRY	SERIAL NO.	FILING DATE
Auto-Trans	United States	1990775	08/06/96
AutoGraph	United States	1876333	01/31/95
Doorkeeper	Canada	TMA191412	06/01/73
Doorkeeper	United States	939635	08/01/72
Quiet Glide	United States	1954016	02/06/96
Steel Advantage	United States	1489014	05/24/88
U-Install	United States	1140279	10/07/80

Exhibit C

None.

Exhibit D

License Agreement with The Stanley Works, a Connecticut Corporation.